SECTION B—Supplies or Services and Prices

B.1 AS115 SERVICES TO BE PROCURED

01-DEC-96

SERVICES TO BE PROCURED. (DEC 1996) FM115

The Contractor shall furnish all personnel, facilities, equipment, material supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and/or provision of Commercial Facilities Management for the Liberty Loan Building (Liberty Center) located at 401 14th Street, SW Washington, DC:

BASE PERIOD - OCTOBER 1, 1998 THROUGH SEPTEMBER 30, 1999

				MONTHLY	Y
CLIN	DESCRIPTION	QTY	UNIT	RATE	TOTAL
0001	Facility Management	12	MOS	\$	\$
0002	Operation &	12	MOS	\$	\$
	Maintenance including				
	Elevator Maintenance				
0003	Architectural/Structural	12	MOS	\$	\$
	and Sustaining Maintenance/				
	Repair (includes cost of repair	r			
	under \$1,000)				
0004	Janitorial Service (including	12	mos	\$	\$
	trash/debris removal, pest				
	control, window washing and	l			
	snow removal)				

COMPLETE THE FOLLOWING SECTION FOR SPECIAL SERVICES AS REQUIRED:

0005 Repairs: To perform the work as required in Attachment 5 Operation and Maintenance of Mechanical Equipment & Attachment 8 Architectural/Structural and Sustaining Maintenance and Repairs.

HOURLY RATE \$

0006 Overtime: Quote an overtime hourly rate for mechanics.

HOURLY RATE \$

0007 Reimbursable Services (Facility alterations attachment 11) \$200,000(not to exceed)

B.2 AS120 OPTIONS TO EXTEND THE TERM OF THE CONTRACT

01-DEC-94

OPTIONS TO EXTEND THE TERM OF THE CONTRACT. (DEC 1994) FM120

(a) This contract shall be renewable, at the unilateral option of the Government by the Contracting Officer giving written preliminary notice to the Contractor at least 60 days prior to its expiration. The preliminary written notice will be deemed issued upon posting. The preliminary notice does not commit the Government to the extension. The total duration of this contract including the exercise of all below stated options under this clause shall not exceed 60 months. If the Government exercises any option, the contract as renewed shall be deemed to include this option clause. Should the Government exercise any options, all contractual terms and conditions shall apply during the option period(s). Further, the Contractor agrees that performance under said renewal(s) shall be accomplished within the following price:

FIRST OPTION YEAR - OCTOBER 1, 1999 THROUGH SEPTEMBER 30, 2000

				MONTHLY	
CLIN	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1001	Facility Management	12	MOS	\$	\$
1002	Operation &	12	MOS	\$	\$
	Maintenance including				
	Elevator Maintenance				
1003	Architectural/Structural	12	MOS	\$	\$
	and Sustaining Maintenance/				
	Repair (includes cost of repair	r			
	under \$1,000)				

SOLIC	ITATION		MENT NO. Q98R0010		DOCUMENT TITLE FACILITIES MGMT			
1004	Janitorial Service (including	12	MOS	\$	\$			
	trash/debris removal, pest							
	control, window washing and	d						
	snow removal							
COMPLETE THE FOLLOWING SECTION FOR SPECIAL SERVICES AS REQUIRED:								
	Repairs: To perform the work anical Equipment & Attachmers.							
•		_						
1006	Overtime: Quote and overting	me hour	ly rate for mec	hanics.				
	HOURLY RATE \$							
1007	Reimbursable Services (Faci	lity alter	rations attachm	ent 11) \$ <u>200</u>	<u>,000</u> (not to exceed)			
SECO	OND OPTION YEAR - OCTO	OBER 1	, 2000 THROU	JGH SEPTE				
CLIN	DESCRIPTION	QTY	UNIT	RATE	TOTAL			
2001	Facility Management	12	MOS	\$	\$			
2002	Operation &	12	MOS	\$	\$			
	Maintenance including							
	Elevator Maintenance							
2003	Architectural/Structural	12	MOS	\$	\$			
	and Sustaining Maintenance/							
	Repair (includes cost of repaunder \$1,000)	ir						
2004	Janitorial Service (including	12	MOS	\$	\$			

trash/debris removal, pest control, window washing and snow removal

COMPLETE THE FOLLOWING SECTION FOR SPECIAL SERVICES AS REQUIRED:

2005 Repairs: To perform the work as required in Attachment 5, Operation and Maintenance of Mechanical Equipment & Attachment 8 Architectural/Structural and Sustaining Maintenance and Repairs.

HOURLY RATE \$

2006 Overtime: Quote an overtime hourly rate for mechanics.

HOURLY RATE \$

2007 Reimbursable Services (Facility alterations attachment 11) \$200,000 (not to exceed)

THIRD OPTION YEAR - OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002

				MONTHLY	
CLIN	DESCRIPTION	QTY	UNIT	RATE	TOTAL
3001	Facility Management	12	MOS	\$	\$
3002	Operation & Maintenance including Elevator Maintenance	12	MOS	\$	\$
3003	Architectural/Structural and Sustaining Maintenance/ Repair (includes cost of repai under \$1,000)	12 r	MOS	\$	\$
3004	Janitorial Service (including trash/debris removal, pest control, window washing and		MOS	\$	\$

snow removal

COMPLETE THE FOLLOWING SECTION FOR SPECIAL SERVICES AS REQUIRED:

3005 Repairs: To perform the work as required in Attachment 5, Operation and Maintenance of Mechanical Equipment & Attachment 8 Architectural/Structural and Sustaining Maintenance and Repairs.

HOURLY RATE \$

3006 Overtime: Quote an overtime hourly rate for mechanics.

HOURLY RATE \$

Reimbursable Services (Facility alterations attachment 11) \$200,000 (not to exceed)

FOURTH OPTION YEAR - OCTOBER 1, 2002 THROUGH SEPTEMBER 30, 2003

				MONTHLY	
CLIN	DESCRIPTION	QTY	UNIT	RATE	TOTAL
4001	Facility Management	12	MOS	\$	\$
4002	Operation &	12	MOS	\$	\$
	Maintenance including				
	Elevator Maintenance				
4003	Architectural/Structural	12	MOS	\$	\$
	and Sustaining Maintenance/				
	Repair (includes cost of repair	r			
	under \$1,000)				
4004	Janitorial Service (including	12	MOS	\$	\$
	trash/debris removal, pest				
	control, window washing and				
	snow removal				

COMPLETE THE FOLLOWING SECTION FOR SPECIAL SERVICES AS REQUIRED:

4005 Repairs: To perform the work as required in Attachment 5, Operation and Maintenance of Mechanical Equipment & Attachment 8 Architectural/Structural and Sustaining Maintenance and Repairs.

HOURLY RATE \$

4006 Overtime: Quote an overtime hourly rate for mechanics.

HOURLY RATE \$

4007 Reimbursable Services (Facility alterations attachment 11) \$200,000 (not to exceed)

B.3 AS185 CONSIDERATION-FIXED PRICE

01-DEC-94

CONSIDERATION FIXED PRICE. (DEC 1994) FM185

The total estimated fixed price of this contract is \$ ______.

SECTION C—DESCRIPTIONS AND SPECIFICATIONS

C.1 INTRODUCTION

The Contractor, shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform facilities management services as defined in this performance work statement for the Department of the Treasury, Liberty Center Building.

C.2 DEFINITIONS

- 1. **ADP Space (ADP)**. This is characterized as an area or space or by raised floor and contains computers and other data processing equipment.
- 2. Contracting Officer (CO). See Section E.2.
- 3. Contracting Officer Technical Representative (COTR). See Section E.2.
- 4. **Contract Inspectors.** See Section E.2.
- 5. **Contract Discrepancy Report**. Any report prepared by the Government's representatives of deficient or defective service.
- 6. **Defective Service**. A unit of service that does not conform with specified requirements.
- 7. **Exterior.** Entrances, landings, steps, sidewalks, parking areas, courts, and lawns located adjacent to the facility extending to the public roadways.
- 8. **Facilities Management**. The total operational responsibility for a facility or group of facilities that includes but is not limited to; maintenance and operation of systems, trash/debris removal, pest control, structural and maintenance repairs, and cleaning.
- 9. **Hard and Resilient Flooring**. All hard flooring such as concrete, ceramic, terrazzo, and marble requires stripping and sealing. All resilient flooring such as vinyl asbestos tile and linoleum requires several coats of floor finish.
- 10. **High Cleaning**. Space throughout the facility 70 inches or more from the floor. Includes but is not limited to walls, ceiling area adjacent to ventilating and air conditioning outlets, locks, moldings around ceilings, tips of partitions, overhead pipes, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, and lockers.
- 11. **Installing Contractor**. Construction contractor or subcontractor who originally installed the equipment.
- 12. **Management Information System Data**. Reports, records, logs that contain information relative to the operation of the facility such as but not limited to: Preventive maintenance cards, service call logs, sign-in and sign-out sheets. This information can be maintained either manually or through an automated data processing system.
- 13. **Performance Requirements Summary (PRS)**. Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

- 14. **Periodic.** Cleaning jobs that are developed into a systematic schedule, including but not limited to, high cleaning, Venetian blind washing, window washing, stripping and refinishing.
- 15. **Pest Control**. Is defined as those measures which are necessary to suppress the populations of arachnids crawling and flying insects, rats, mice, and/or any other species which become a pest within or around he facilities covered by this contract.
- 16. **Preventive Maintenance (PM)**. Scheduled work on items of equipment or systems required to provide continuing operation, to preclude unnecessary breakdowns and to prolong the life of equipment or systems. The PM includes but is not limited to; greasing, oiling, adding refrigerant, changing filters, cleaning, adjusting, replacing belts, and replacement of other expendable items. This includes touch up painting, water treatment, equipment, adjustment or calibration.
- 17. **Quality Assurance**. Those actions taken by the Government to assure services meet the requirements of the contract.
- 18. **Quality Assurance Evaluator (QAE)**. That individual is responsible for checking Contractor's performance regardless of the organizational title used to identify such an individual.
- 19. **Quality Control**. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the contract.
- 20. **Reimbursable Services**. Services requested by and performed for the convenience of occupant agencies. Examples of such services include tenant alterations, mechanical work, protection, and cleaning above standard levels of operation.
- 21. **Repairs.** Unscheduled work required to prevent a breakdown of a piece of equipment or system, or put it back in service after a breakdown or failure.
- 22. **Service Calls**. Service calls are responses to mechanical, electrical, plumbing, and/or architectural/structural problems or malfunctions reported by facility occupants, Government personnel or other interested parties. This definition also includes calls made to the protection element of this contract, if applicable.
- 23. **Snow Removal**. Snow and ice removal from all entrances, steps, landings, sidewalks, pedestrian walkways or plazas, vehicular courts, parking areas and approaches before the facility occupants report for work and on a continuous basis thereafter.
- 24. **Stairways**. Flights of stairs with one flight being the distance between one floor and the next, including any landing.
- 25. **Storage Space**. "Storage space" means space generally consisting of concrete, wood block or unfinished floors; bare block or brick interior walls; unfinished ceilings; and similar construction containing minimal lighting and heating.
- 26. **Structural/Sustaining Repairs**. Repairs to the interior or exterior of the facility to assure that it is free of missing components or defects which affect the safety, or intended use of the facility, or would prevent any electrical, mechanical or structural system from functioning in accordance with the design intent, or adversely impacts the aesthetic appearance of the facility.
- 27. **Trash and Debris Disposal**. Disposal and/or removal of all trash/debris from the premises on a schedule established by the Government

C.3 SCOPE OF WORK

- C.3.1 The Contractor as the project manager shall be fully responsible for management, operation, maintenance, and support operations of the property listed herein, including the Federal facility, and all associated grounds, parking areas, facility and utility systems, in an efficient, economical, and reliable manner so as to maintain or improve the value of the property. The specifications listed herein are a statement of the minimum level of work and services to be provided. The Contractor shall provide all the management, administrative and technical support for the effective and timely accomplishment of the following functions:
- 1. Facilities Management, with the exception of fire alarm systems, high voltage switchgear, landscape and grounds maintenance, and protection;
- 2. Operation and maintenance of mechanical/electrical equipment;
- 3. Architectural/structural and sustaining maintenance/repairs;
- 4. Janitorial/pest control/snow removal;
- 5. Trash/debris removal/disposal;
- 6. Reimbursable services

The functions described above are described in detail in Section J, Attachments. There are a number of deliverables for the above-mentioned functions that are not discussed in this Section, but are listed elsewhere under Section J.

C.3.2 The Government will be responsible for the payment of all utility costs.

C.4 HOURS OF OPERATION

The official working hours of facility occupants are from 6:30 a.m. to 6:30 p.m.

C.5 OPERATION OF EQUIPMENT

The Contractor shall be responsible for any necessary operation of equipment during off duty hours to prevent damage to facility or equipment by freeze-up. Temperatures will be maintained at energy guideline levels during the above "Hours of Operation", shown in Section J, Attachment 6..

C.6 OPERATION OF HEATING VENTILATION AND AIR CONDITIONING

Personnel responsible for the operation of the heating, ventilation and air-conditioning systems may be required to be available at earlier or later times other than specified for start-up and shutdown of HVAC equipment in accordance with the Facility Operating Plans, or at times when requests from the agency for additional services are granted by GSA.

C.7 WORK TO BE ACCOMPLISHED DURING NON-OFFICIAL WORKING HOURS

All custodial services shall be accomplished between the hours of 5 p.m. and 10 p.m., Monday through Friday with the exception of snow removal.

C.8 REIMBURSABLE SERVICES (NON-ALTERATIONS WORK)

Additional services are services provided at times other than those specified in the contract. Periodically, occupant agencies may work on Saturdays, Sundays, evenings, holidays or when emergency situations occur, in which case it may be necessary to provide, cooling/heating or other services.

The Contractor shall not provide any services to tenants during other than normal operating hours unless he is directed to do so by the COTR or Building Manager. The Contractor shall provide services when requested, either verbally or in writing, by COTR or Building Manager. The request for additional services will normally be made 24 hours in advance except in the case of emergency situations. When verbal requests are made they will be followed by a written confirmation on GSA Form 300, Order for Supplies and Services or other approved documents.

C.9 REIMBURSABLE (FACILITY ALTERATIONS)

- C.9.1 Reimbursable work is a request from the CO, or the COTR for space alterations, installations, modifications or changes that are not required under other sections or exhibits of this contract, (**refer to Section J, Attachment 11**).
- C.9.2 The Contractor shall be responsible for accomplishing such work as listed in the Unit Price Agreement for facility alterations.
- C.9.3 The Contractor will be required to perform all work as requested.
- C.9.4 For items of reimbursable work not covered by the unit price agreement, the Contractor shall, upon the request of the COTR, provide a fixed priced quotation, but shall not initiate any work until the receipt of a GSA Form 300 or other approved document. The Government will not be obligated to award work not covered by the unit price agreement to the Contractor.
- C.9.5 The Contractor shall not perform any alterations to the security system. This includes disconnecting or reconnecting the system.

C.10 EMERGENCY CALLS

An emergency call is a report of a condition/failure constituting immediate danger to personnel or property. This includes, but is not limited to: broken water pipes; stalled elevators with trapped passengers; electrical power outages; electrical problems which may cause fire or shock; gas or oil leaks; major A/C or heating problems.

The Contractor shall respond immediately to all emergency calls. In the event an emergency call falls after normal working hours (including weekends and holidays), the Contractor shall be on-site within 1 hour from notification and shall remain on the job until the emergency has been resolved.

C.11 SERVICE CALLS

- C.11.1 A service call is a report by facility occupants, Government personnel, or other interested parties, of a mechanical, electrical, plumbing, facility system, architectural/ structural and sustaining maintenance/repairs malfunction and/or related problem and is the Contractor's subsequent response to, and correction of the problem, including any needed repairs. The period of time for furnishing the parts and/or tools may be extended by the CO if fully justified, and if requested by the Contractor within the original time period.
- C.11.2 The Contractor shall be responsible for the first \$1,000 of each service call classified as architectural/structural, and sustaining maintenance/ repairs, as defined in Part III, Section J, Exhibit 6. The Contractor shall also be responsible for all other service calls, including service calls which become repair work, which will be accomplished in accordance with **Section J**, **Attachment 8**.
- C.11.3 All parts replaced under the provisions of this contract shall be new and identical to either original equipment or the equipment manufacturer's recommended replacement parts.
- C.11.4 Service Calls shall be classified and accomplished as follows:

A. Urgent Calls.

For circumstances which interrupt or otherwise adversely impact either facility operations or facility occupant operations, the Contractor shall respond within 30 minutes and remain on the job until the problem has been resolved. Examples of these types of service calls include, but are not limited to, inoperative electrical circuits, temperature complaints, computer room HVAC malfunctions, inoperative lighting above a work station, flush valve stuck open, etc.

B. Routine Calls.

The Contractor shall respond promptly to all other routine service calls and complete the work required within 48 hours. In those instances where a service call cannot be resolved within 48 hours due to circumstances beyond the Contractor's control, the Contractor shall immediately notify the COTR of a mutually acceptable time and date corrective action will be completed.

C. Service Call Report.

The Contractor shall maintain a service call system in sufficient detail to enable the COTR to determine whether services are completed in accordance with the terms of the contract. The service call documentation shall be available for inspection by the COTR.

C.12 CONTINUITY OF OPERATIONS

The Contractor shall fully recognize that the services covered by this contract are vital to the Government's mission; that continuity of the services shall be maintained at the utmost proficiency without interruption; and continuity of all services shall be maintained by the Contractor. The Contractor shall prepare a contingency plan in the event of a strike by his/her employees.

The Contractor shall be required to operate the facility during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters and military contingency operations.

Participation in emergency plans shall be mandatory during the event of a facility related emergency or natural disaster regardless of the time of occurrence. The Contractor shall be responsible for the

development of an Emergency Operating Plan. The Contractor shall identify the responsibilities of each supervisor.

The Contractor shall include in this plan actions to be taken to ensure that the facility is adequately maintained and protected in an emergency situation. Such emergencies may include civil disturbances, but are not limited to: Natural disasters, or accident and rescue operations. The Contractor shall submit the Emergency Operating Plan to the CO or the COTR 15 days after contract award for approval and acceptance.

C.13 SERVICE, SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES FURNISHED BY THE CONTRACTOR

C.13.1 General

- 1. Except for those items or services specifically stated to be Government furnished (refer to Section H), the Contractor shall furnish all necessary labor, supplies, materials, equipment tools, repair or replacement parts, and supervision to satisfactorily perform the work required under this contract.
- 2. The contractor shall arrange for the installation, at his expense, of private business phones which include his use in making calls outside the facility.
- 3. With the exception of the telephones required in C.13.1 (2), at the expiration or termination of the contract all equipment furnished and installed by the Contractor to the facility equipment and systems shall remain and become the property of the Government.

C.13.2 Subcontracting

1. The Contractor shall submit for approval to the CO, proposed copies of any subcontracts to provide any services required under this contract.

C.13.3 Continuity of Services

1. Prior to expiration of this contract and after selection by the Government of a successor Contractor, this Contractor and such successor Contractor shall jointly prepare a mutually agreeable detailed plan for phase-in/phase-out operations. In addition, the Contractor agrees to provide phase-in/phase-out services for a period of not more than 60 days. At the sole option of the Government this phase-in/phase-out period may commence either 30 days prior to the expiration or immediately after expiration of the contract term or any extension thereof. Continuity for all services required under this contract shall be maintained during this period.

C.13.4 Quality Control.

The Contractor shall establish and maintain a complete Quality Control Plan to assure the requirements of the contract are provided as specified. One copy of the Contractor's Quality Control Plan shall be provided to the CO for approval 14 days after the effective date of contract performance. An updated copy must be provided to the CO or his representative as changes occur.

The plan shall include:

- 1. An inspection system covering all the services to be provided. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 2. The methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.
- 3. The Contractor shall keep on-site documentation of all inspections conducted by the Contractor and necessary corrective action taken. This documentation shall be made available to the Government upon request.

C.14 OVERTIME

When overtime services are requested by the Government, the Contractor will be paid at the hourly rate specified in Part I, Section B. The Contractor will be paid for each hour a Contract employee spends at the Federal facility only, and not for each hour additional equipment is operated.

C.15 CONTRACTOR'S PERSONNEL

PROJECT MANAGER - The Project Manager shall possess at least 3 years of recent(within the past 5 years) responsible experience in managing the operation, maintenance and repair of a facility of the approximate size and characteristics of the facility to be operated under this contract.

CUSTODIAL SUPERVISOR - The Custodial Supervisor shall possess at least 2 years of recent (within the past 5 years) experience in directing personnel responsible for accomplishment of work in their respective program area in facilities of the approximate size and characteristics of the facility to be operated under this contract.

HEATING VENTILATION AND AIR CONDITIONING MECHANIC (HVAC) - The

HVAC Mechanic shall possess at least 3 years of recent (within the past 5 years) experience managing the operation, maintenance and repair of facility equipment and systems of the approximate size and characteristics of the facility to be operated under this contract.

C.16 FEDERAL GOVERNMENT HOLIDAYS

New Years Day

Martin Luther King Day

Washington's Birthday

Memorial Day

Independence Day (July 4th)

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

SECTION D—PACKAGING AND MARKING

D.1 AS505 MARKING 01-DEC-94

MARKING. (DEC 1994) FM505

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
- (1) Identifies the contract/order number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s); and,
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G.

D.2 AS 510 PRESERVATION, PACKING AND PACKAGING-COMMERCIAL 01 DEC 94

PRESERVATION, PACKING AND PACKAGING COMMERCIAL. (DEC 1994) FM510

Preservation, packing, and packaging for shipment of all items ordered shall be in accordance with commercial practice and adequate to insure both acceptance by common carrier and safe transportation at the most economical rate(s).

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACTOR RESPONSIBILITY

The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor services performed to ensure compliance with contract requirements. The results of all inspections conducted by the Contractor shall be documented on inspection reports (warranted as presented) and made available to the COTR as requested.

E.2 ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

- A. **Contracting Officer (CO)**: The CO has the overall responsibility for the administration of this contract. He/She alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he/she may delegate certain other responsibilities to his authorized representatives.
- B. Contracting Officer Technical Representative (COTR): Is an individual who is designated by the CO to assist in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the contract work. The responsibilities of the COTR include, but are not limited to: Determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work.
- C. **Government Contractor Inspectors:** The Quality Assurance Evaluators (QAE) or Government Contract Inspectors, are subordinates of the COTR, monitor work for compliance with the Contractor's requirements, can confer with representatives of the Contractor regarding work performance problems and generally assist the COTR in contract administration.

E.3. FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 96)

- A. Definitions "Services" as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of service.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

- D. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- F. If a Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.4 CONTRACTOR'S RESPONSIBILITY

The Contractor is responsible for the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in inspection report format for submission to the Government upon request.

The Contractor shall follow through to assure that all defects or omissions are corrected.

SECTION F—DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance under this contract is shown below:

Base Period - October 1, 1998 through September 30, 1999

Option Year I - October 1, 1999 through September 30, 2000

Option Year II - October 1, 2000 through September 30, 2001

Option Year III- October 1, 2001 through September 30, 2002

Option Year IV - October 1, 2002 through September 30, 2003

F.2 PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at the following facility (s):

Liberty Center Building

401-14th Street, SW

Washington, DC 20227

F.3 NOTICE OF DELAY. (NOV 1992) FM915

If the Contractor becomes unable to complete the contract work at the time specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the Schedule for such period as the Contracting Officer deems advisable. The Contractor's notice of delay shall not be deemed approval of the delay by the Contracting Officer.

F.4 REPORTING REQUIREMENTS

- A. After award and prior to contract start date, the Contractor shall be required to submit the following:
- 1. The Contractor shall provide the CO documentation of the certificates of training, licenses, permits and bonding for all contract employees not later than 10 days after award of contract and shall provide the required documentation for all employees not later than 5 calendar days prior to the employees start work date. The Contractor shall insure that all certificates of training, licenses, permits and bonds are kept current and valid.

- 2. Two completed and legible Forms FD-258, Fingerprint Charts, and one completed GSA Form 176, Statement of Personal History for himself and all employees who will perform the contract work as specified at Section H, Paragraph 2(D).
- 3. The Contractor shall provide resumes to the COTR for any proposed position requiring technical training, formal education, licenses or certifications as identified in this proposal at least 5 days before the employee starts work. The COTR shall determine acceptability of all proposed personnel.
- 4. Within 15 calendar days after contract award, the Contractor shall submit to the COTR a preventive maintenance (PM) program for all the equipment and systems covered by this contract. At a minimum, the program shall identify the equipment by manufacturer/serial number, its location and the annual schedule for accomplishment.
- 5. The Contractor shall, not later than 5 calendar days before the start date of the contract, provide the COTR with a telephone number (or numbers) which the Government may use at any time to contact either the Contractor, the Project Manager, or the on-site supervisor(s). After normal working hours the Project Manager or one of the on-site supervisors shall be available within 1 hour at the site. The Contractor shall immediately notify the COTR of any change in these numbers.
- 6. The Contractor shall furnish a copy of the elevator inspection schedule to the COTR 14 calendar days prior to the start of the contract.
- 7. The Contractor shall furnish a copy of the Unfired Pressure Vessel Inspection schedule to the COTR 14 work days prior to start of the contract.
- 8. Notify COTR of the date utilities changed into Contractor's name within 5 work days of change.
- B. After contract start date the Contractor shall be required to comply with the following:
- 1. The Contractor shall submit a report to the COTR on the initial water analysis and the prescribed water treatment program within 15 work days after the start of the contract (see attachment 5, Operation and Maintenance of Mechanical Equipment, sec 9.B).
- 2. Within the first 15 work days of this contract, the Contractor shall conduct a thorough inspection of the premises to locate any infestations and provide intensive treatment to eliminate any existing problem. The Contractor shall submit a copy of the inspection report to the COTR along with a schedule for a follow-up inspection and/or treatment within 30 work days of the initial inspection.
- 3. Inspect the facility/systems and notify the COTR in writing within 14 work days of the start work date, any structural, architectural, and/or systems deficiencies outside the performance of the contract.
- 4. Report Requirements.

The Contractor shall provide the Government with all reports listed below. In addition, the Contractor Shall provide any other reports required by the Government during the term of the contract. The reporting format shall be developed between the CO or his representative and the Contractor.

(GSA Form 55)

prior to contract start

and/or trouble calls.

outages

Report When Due

Copies of all utility bills Monthly

Record of Time of Arrival & Departure As mutually agreed from building (GSA Form 139 or other approved documents)

Elevator Inspection Certification Annually

Planned utility & fire alarm system 48 hours in advance

Accident Investigation Report As required

(GSA Form 3090)

Fire Incident Report As required (GSA Form 53)

Management and operational plans 14 work days

Transition plan 14 work days prior to contract start

Proof of development of system to 5 work days prior record, respond and track service to contract start

Resumes for proposed Project 21 days prior to

Manager and proposed supervisors contract start or

14 days before replacement coming on

board

Detail of effect of increased

utility costs

Within 30 days of

effective date

P.M. Program

15 days after award

Annual P.M. Schedule

10 days after review by COTR

P.M. Progress Report

10 working days after the end of

each month

Water analysis report

Monthly

Elevator/Escalator

(GSA Form 376)

In accordance with

mutually agreed upon

inspection schedule

Unfired Pressure Vessel Inspection

(GSA Form 350)

Annually

Schedule of PeriodicWork

10 days after

contract start date

Notice of Completion of Periodic Work

(GSA Form 64)

As completed per

schedule

Pest Control Initial Inspection Report

and Schedule

30 days after award

Log of Reimbursable Work Received and

Monthly

Completed Work (GSA Form 72)

F.5 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988) 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.212-13	STOP-WORK ORDER	AUG 1989
52.212-15	GOVERNMENT DELAY OF WORK	APR 1984

Washington, DC 20227

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES. (DEC 1994) FM1105

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be sent to the following individuals:

merade the contract number and shall be sent to the following marviadas.
(a) The Contracting Officer's Technical Representative (COTR);
[COTR]
Address: []
Telephone: []
The Contractor shall use the COTR as the point of contact on technical matters subject to the restrictions in Section H entitled "Technical Direction."
(b) The Administrative Contract Specialist;
[Specialist]
Financial Management Service
401 14 th Street, SW, Rm. []
Washington, DC 20227
Telephone: []
The Contractor shall use the FMS Contract Specialist as the point of contact for all matters regarding this contract.
(c) The Administrative Contracting Officer.
[Contracting Officer]
Financial Management Service
401 14 th Street, SW, Rm. []
Washington, DC 20227
The Contracting Officer is the only person who can legally bind the Government.
G.2 AS1110 BILLING INSTRUCTIONS. (DEC 1994) FM1110
(a) The Contractor shall submit the original and one copy of invoices or vouchers to:
(1) Financial Management Service
Financial Operations Branch
401 14 th Street, SW, 2 nd Floor

A copy of each invoice or voucher shall be forwarded to both the COTR and the Administrative Contract Specialist at:

(2) [COTR]

Address

(3) [Contract Specialist]

Financial Management Service

401 14th Street, SW, Rm. []

Washington, DC 20227

- (b) Each invoice or voucher submitted shall include the following:
- (1) Contract Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Amount of Invoice
- (6) Period Covered or Items Delivered
- (7) Cumulative Amount Invoiced to Date

G.3 CONTRACT PAYMENT METHODS 01-DEC-94 FM1120

Payment for amounts invoiced under this contract shall be made by electronic funds transfer through the Automated Clearing House (ACH) to a designated financial institution. Electronic payment is mandatory.

Under ACH, an addendum record will accompany each payment issued to the Contractor's bank. An addendum record contains payment information such as the invoice number and must be structured following the ANSI X12.4 syntax. The Contractor and bank should agree how and when the addendum information will be provided to the Contractor. The Government will use the (CCD+) ACH payment format to transmit the payment and addenda records to the bank.

The following information will be sent to the bank:

Payment: Date and Amount

Agency Identifier for This Agency: FFD1

Treasury Regional Financial Center that Generates the

Payments: US TREAS 300

Addendum Information (as appropriate): ***

(such as but not limited to invoice/contract number,

interest penalty notice, additional reference

information)

Addendum (payment information) from this agency will be

structured as follows:

Payment for one invoice: RMT*IV*01234

Payment for multiple invoices:

RMT*IV*1234.03457.34589

Contractors shall be required to provide a completed Vendor Express enrollment form, SF 3881 (Payment Information Form, ACH Vendor Payment System) prior to or simultaneously at contract award. This form requires the vendor to obtain information and signatures from its banking institution.

G.4 NOTIFICATION OF POST AWARD CONFERENCE 01-DEC-96 FM1130

Within 10 days of contract award, a Post Award Conference will be held by the Contract Administrator at the Liberty Center Building, 401 14th Street, S.W., Washington, DC. Attendees from the Government will include the Administrative Contracting Officer, the Contract Administrator, the COTR, and any supporting staff considered necessary for effective contract performance. A representative(s) of the Contractor familiar with and responsible for both technical and contractual requirements will be required. The Contractor will be notified, by phone, regarding the exact time and location of the meeting.

G.5 COTR DELIVERABLE RECEIPT AND ACCEPTANCE PROCEDURES 01-DEC-94

The Contracting Officer's Technical Representative (COTR) will be the designated official for receipt of any deliverables as identified in the Statement of Work. When preparing a deliverable, the Contractor shall complete the "Task Deliverable Receipt" form located in Section J, Attachments. One copy shall be attached to the deliverable and forwarded to the COTR. A second copy, along with a copy of the first page of the deliverable, will be forwarded to the Contracting Officer. The COTR will sign for receipt of the deliverable and forward a copy of the "Task Deliverable Receipt" form to the Contracting Officer and the Contractor. [This will provide for a written record of actual receipt of deliverables which starts the clock for review by the Government].

The COTR will acknowledge technical acceptance of deliverables under this contract by completing the form entitled, "Deliverable Product Acceptance Form," located in Section J, Attachments. The completed form will be forwarded to the Contracting Officer. The Contracting Officer will sign the form indicating final acceptance by the Government and the original will be forwarded to the Contractor and a copy maintained in the contract file. Only the Contracting Officer may reject a final deliverable, and the rejection will be accomplished in writing.

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING. (1992) FM1305

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 KEY PERSONNEL.

(a) Certain skilled experienced professional are essential to the successful performance of work under this contract. At a minimum key personnel positions shall include positions as Project Manager, Custodial Supervisor and Heating Ventilation and Air Conditioning Mechanic (HVAC). Resumes of personnel proposed for these submissions shall be submitted for evaluation as part of the written technical proposal. The positions listed below are considered to be key positions under this contract. The individuals approved for the positions listed below shall not be removed or replaced without the prior written approval of the Contracting Officer.

Name of Individual	
Project Manager	
Custodial Supervisor	
Senior HVAC Mechanic(s)	
Alternate Senior HVAC Mechanic	

- (b) If one or more of the Key Personnel for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 30 days, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of equal or superior ability and qualifications.
- (c) All requests for approval of substitutions hereunder must be in writing and must provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain complete resumes for the proposed substitutes, and any other information requested by the Contracting Officer or needed by him/her to approve or disapprove the proposed substitutions.

The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or order, the contract or order may be terminated by Contracting Officer for default or for the convenience of the Government, as appropriate; or, if the Contracting Officer finds the Contractor at fault for the condition, the contract

price may, at the Contracting Officer's discretion, be equitably adjusted downward to compensate for any resultant delay, loss or damage.

- (e)The Contractor and its employees shall conduct only business covered by this contract during periods paid for by the Government, and will not conduct any other business on Government premises or time. Contractor personnel will abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations.
- (f)Should the Contractor decide to remove the key personnel from the contract for any reason, he/she must notify the Contracting Officer in writing immediately upon realizing that a change is imminent. The Contractor must provide the Contracting Officer with:
- 1. A copy of a letter of intent for those individuals not already employed by the Contractor;
- 2. Resume of the proposed replacement; and
- 3. A detailed explanation as to why the substitution is necessary, including the name of the person to be replaced.
- (g)The Contracting Officer will notify the Contractor within ten (10) working days (upon completion of the Department of the Treasury Personnel Security Background Check) of his/her decision to approve or reject the proposed substitution.
- (h) The Contracting Officer reserves the right to approve or reject any individual so proposed. In addition, the proposed replacement's qualifications shall be equal or superior to those of the individual(s) being replaced.
- (i) Letter of Intent: The letter of intent is a letter from the Contractor to an individual, offering that individual employment under the contract, and the individual's acceptance of that offer. The letter shall contain at a minimum hours of work required per day, and overall period of performance.

H.3 CONFIDENTIALITY OF INFORMATION. (1992) FM1315

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical or financial information belonging to the Government or other companies doing business with the Government, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. This requirement shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies doing business with the Government;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he shall not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) This clause shall flow down to all subcontracts.

H.4 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR. (1992) FM1320

The Representations, Certifications and other Statements of the Offeror, dated ______ for this contract are hereby incorporated by reference.

H.5 TECHNICAL DIRECTION. (1992) FM1325

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR) identified elsewhere in this contract. The term "technical direction" is defined to include:
- (1) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- (2) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) The COTR does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes";
- (3) Causes an increase or decrease in the total price or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions will be issued in writing by the COTR (a copy of all technical directions shall be provided to the Contracting Officer).
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the

COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall proceed, but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction.

H.6 MODIFICATION AUTHORITY. (1992) FM1330

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept non conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

H.7 SUBCONTRACTS. (1992) FM1345

- (a) Prior to the placement of subcontracts and in accordance with the FAR clause, "Subcontracts-Fixed-Price Contracts," the Contractor shall insure that:
- (1) All subcontracts contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" if contained in PART II Section I of the contract;
- (2) Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.804-2) and subcontractor Representations and Certifications are executed; and
- (3) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.
- (b) The Contractor shall also obtain and furnish to the Contracting Officer either an OCI Disclosure Statement or Representation form "Organizational Conflicts of Interest Disclosure or Representation" for all subcontractors to be utilized under this contract. No work shall be performed by the subcontractor until the Contracting Officer has cleared the subcontractor for Organizational Conflicts of Interest (OCI).
- (c) The following subcontractors have been cleared by the Contracting Officer for Organizational Conflicts of Interest (OCI):

H.8 GOVERNMENT-FURNISHED PROPERTY AND DATA (1992) FM1340

- (a) Accept as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to be furnished under this contract any equipment (including office furniture), furniture, fixtures or other personal property items.
- (b)Government Furnished Property and Data.

Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the List of Government Property Furnished, Part III, Section J- Attachment to the contract, will be furnished.

H.9 INTERPRETATION OF CONTRACT - NOTICE OF AMBIGUITIES (1992) FM1360

- (a) This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitutes the parties' complete agreement and no other prior or contemporary agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract shall not be strictly construed against the drafter of the contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
- (b) It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H.10 POSITION QUALIFICATIONS (1992) FM1355

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in this contract, unless authorized by the Contracting Officer.

H.11 NONPAYMENT FOR ADDITIONAL WORK. (1992) FM1415

Any additional supplies, services or a change to work specified herein performed by the Contractor, either at his own volition or at the request of any individual other than a duly appointed Contracting Officer except as may be explicitly authorized in this contract, are not authorized and will not be paid for. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

H.12 NON-PERSONAL SERVICES. (1992) FM1420

This is a non-personal services contract. A non-personal services contract is defined as "a contract under which the personnel rendering the services are not subject either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees."

H.13 EQUIVALENT FEDERAL WAGE RATES (1992) FM1350

In the performance of this contract the Contractor shall comply with the minimum wage requirements of U.S. Department of Labor Wage Determination Numbers <u>94-2103</u> (Rev. 14) and <u>78-1183</u> (Rev. <u>23</u>). Wage Determinations are included in Section J Attachments. Furthermore, clauses "Service Contract Act" and "Statement of Equivalent Federal Wage Rates" are applicable and located in the Contract Clauses Section of this contract.

H.14 PERSONNEL SECURITY REQUIREMENTS FOR SENSITIVE DUTIES. (AUG 1995) FM1425

The Financial Management Service requires background investigations on contractor personnel because of its role in the financial activities of the U. S. Government. Duties and services are categorized according to the risk relationship they have to the mission of the service and/or to the national interest.

Contractor personnel having access to sensitive Treasury resources, including off-work site access, shall be subject to the risk designation and background investigation system applicable to Federal employees performing similar tasks.

Duties or services are designated at risk levels as they relate to the mission of the Service. Investigations may be expanded if deemed warranted by the Personnel Security Officer. Persons performing duties at any risk level are required to be investigated.

Duties and/or services for this contract have been designated to fall in the (Low Risk/ Moderate Risk / High Risk) category.

Potential bidders on this contract may review the Personnel Security Clearance Requirements for Contractors issued by FMS Security and dated August 1, 1995 at the FMS AMD Office at 401 14th Street SW, Washington, DC or FMS Security Office at Room 149B, 3700 East West Highway, Hyattsville, MD. This document further defines Government and Contractor responsibilities relating to background investigations and to the Privacy Act as it pertains to data obtained from Contractor employees.

1. RESPONSIBILITIES OF THE CONTRACTOR

- (A) The Contractor shall submit to the FMS Personnel Security Office a list of employees proposed to work under this contract within 3 days after contract award. Use the last page of the Personnel Security Requirements for that purpose or type the list in the same format. A security forms package for each employee will be provided to the Contractors designated representative.
- (B) The Contractor shall notify Personnel Security within 3 days when an employee is no longer assigned to work on the contract.
- (C) The Contractor shall instruct employees to fill out their security forms completely and accurately to avoid unnecessary expense to the Government, delays in the investigation and possible delays in the performance of the contract because security requirements have not been met.
- (D) Security forms will be returned to the employee if necessary data is missing or incomplete. An employee may also be requested to make corrections or amendments to security forms in person in the Personnel Security Office.

- (E) The Contractor shall submit Security Forms in sealed envelopes to Personnel Security within 7 working days after receiving them.
- (F) The Contractor shall, when requested by the FMS Personnel Security Officer, provide a description of an employee's duties and performance appraisals from the Contractor to assist in making a decision.
- (G) Each Contractor employee scheduled to perform duties in any risk category under this contract shall be required to fill out and submit a security questionnaire, e.g., SF85, SF85P or SF86 and OF306 and their supplemental documents. In addition, Fingerprints and Authority for Release of Information forms are also required. The above forms will be referred to hereafter as Security Forms. Failure by an employee to submit Security Forms within 7 days will be grounds for removal from the contract. All questions applicable to the employee shall be answered to avoid delays and expense to the Government.

2. PERSONNEL ACCESS

Interim approval to perform duties on or related to FMS resources may be granted upon receipt and review of Security Forms, or after preliminary security checks have been conducted, if determined by the Personnel Security Officer to be warranted. Final approval for appropriate access to perform duties may be granted upon completion of the investigation and a suitability determination has been made.

(or)

Approval to perform duties on or related to FMS resources may be granted upon completion of the investigation and a suitability determination has been made.

- 3. REQUESTING THE INVESTIGATION/SUBMITTING SECURITY FORMS
- (A) The FMS Contract Administrator will notify the FMS Personnel Security Office of the award of this contract, the date of award and designated Risk Level.
- (B) The Security Forms will be submitted to the Financial Management Service Personnel Security Office at the following address:

Financial Management Service

Personnel Security Officer

Prince George Center II

3700 East West Highway, Room 126-E

Hyattsville, Md. 20782

4. BACKGROUND INVESTIGATIONS CONDUCTED PREVIOUSLY

- (A) Investigations conducted previously by other Federal agencies may be used in lieu of conducting a new investigation, if they meet current OPM and FMS requirements. However, a determination to use a prior investigation will be made after the receipt of up to date security forms with signature not older than 30 days.
- 5. The Contractor shall not identify employees for investigation to establish a "cleared" pool of employees.

6. In the interest of the Government, the Financial Management Service Personnel Security Officer may waive the above requirements without further notice to the Contractor.
SEND TO: FMS PERSONNEL SECURITY, 3700 EAST WEST HIGHWAY, ROOM 627-A, HYATTSVILLE, MARYLAND 20782; Telephone 202-874-8320
(Submit within 3 days after award).
CONTRACT NO: RISK LEVEL:_Moderate
AWARD DATE: CONTRACTING ADMINISTRATOR:
CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE:
START DATE: EXPIRATION DATE:
Company Name, Address & Zip Code
(Check one)Primary ContractorSubcontractor
Contact Person Telephone No
LIST OF EMPLOYEES PROPOSED FOR DUTY ON ABOVE CONTRACT
(Alphabetical)
NAME (Last, First, Middle Initial) Position on Contract

H.15 CONTRACTOR'S PERSONNEL

The Contractor's personnel shall be able to read, write, speak and understand the English language.

H.16 INSURANCE REQUIREMENTS (1992) FM1490

- a. Under the clause "Insurance Work on a Government Installation" (FAR 52.228-5) contained in Section I, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts:
- 1. Worker's Compensation and Employee's Liability Insurance in the amount of \$100,000.00.
- 2. General Liability Insurance written on the comprehensive form of policy of \$500,000 per occurrence for bodily injury and \$50,000.00 per occurrence for property damage.

(b) Each Liability policy shall include the following provisions:

The Contractor shall provide proof of this policy prior to commencement of the contract. It is also a condition of this policy that the Contractor shall furnish written notice to the FMS, in care of the issuing office, thirty (30) days in advance of any reduction in or cancellation of this policy.

H.17 SPECIAL PERSONNEL REQUIREMENTS

H.17.1 REQUIREMENTS OF CONTRACTOR

Qualifications of employees

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest.

Uniforms Requirement

All personnel working in the facility on a day-to-day basis, including on-site supervisors, shall present a neat appearance and wear distinctive clothing such as coveralls, uniform shirt and trousers, or uniform blouse and skirt or slacks. The uniform shall have the Contractor's name affixed thereon in a permanent or semipermanent manner, such as a badge or monogram, which is easily read. Any color or color combination is acceptable. Supervisors shall be easily recognizable, either by distinctive clothing or by an easily read badge or monogram. Every employee shall be in uniform prior to entrance on duty.

All other contract employees shall have the firms and employees' name affixed on their clothing in a permanent or semi-permanent manner, such as a badge or monogram, which is easily read.

H.17.2 LICENSING

Permits and Bonding. All contractor and subcontractor personnel engaged in the activities specified by this contract shall be required to possess certificates of training, licenses, permits and bonding as required by the state, county, parish, city, other local jurisdictions and as specified in the contract for each activity they will be directly engaged in or supervise.

The Contractor shall provide to the CO documentation of the certificates of training, licenses, permits and bonding not later than ten (10) days after award of contract. After start date of the contract, the Contractor shall provide the required documentation for all new employees no later than 5 working days after the employees start date.

All employees should be approved or disapproved by the CO within ten (10) working days of receipt of documentation.

The Contractor shall insure that all certificates of training, licenses, permits and bonds are kept current and valid.

Mechanics

All personnel engaged in the contract activities specified herein shall be licensed by the state, local authority, and/or the city local authority in those trades, crafts or professions which require licensing by such jurisdictions. The license must be of a grade or other level consistent with the requirements of the work being performed and/or as established by the above jurisdictions.

In the absence of any licensing requirement by state and local jurisdictions, any Official U.S. State license only shall be accepted. The Contractor shall certify, in writing, to the COTR, that the mechanical and electrical personnel involved in the performance of this contract are competent.

All mechanics engaged in maintenance, operation and/or repair of equipment insulated by, containing, or in close proximity to asbestos containing materials (ACM), shall successfully participate in annual training in asbestos abatement. The training shall be approved by the State of Maryland. Alternative approval of certification may be approved by the COTR Documentation of compliance with applicable sections of OSHA regulations, including 29 CFR 1910.134 and CFR 1910.1001, is to be provided to the COTR upon request.

Pest Control Operators

The Contractor shall possess a valid state license in pest control and shall employ only certified pest control operators to perform pest control work under this contract..

H.17.3 SECURITY REQUIREMENTS

Sign in/Sign out Log

All contract employees shall sign in/and out at the beginning and end of their shifts on a log established at each facility for contract administration purposes. The GSA Form 139, "Record of Arrival and Departure from Facility During Security Hours" or other approved documents shall be used for this purpose. Contract supervisors must indicate their position titles along side their signatures. The log shall be provided to the CO or his designee upon request.

Identification/Facility Pass

The Contractor shall see that every new employee has an official Government's (Treasury-Financial Management Service) Contractor identification/ facility pass before the employee enters on duty. Government personnel (Treasury-Financial Management Service) designated by the COTR, shall furnish and fill out these passes. The Contractor and the COTR shall sign each pass issued. The Contractor shall see that all passes are returned to the COTR as his employees are dismissed or terminated, and when the contract expires. All passes must contain an expiration date.

The Contractor shall see that all employees including subcontractor employees wear their passes at all times. The COTR or other Government personnel designated by him shall periodically verify passes of the Contractor's employees with their personnel identification.

Clearances

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for contract employees. The Government may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

Non-Classified Contracts

Unless otherwise specified, the Contractor shall submit to the COTR, not later than 5 calendar days before contract start date, two completed Forms FD-258, "Fingerprint Charts," and one GSA Form 176, "Statement of Personal History," for those officers of the firm who may visit the work site

during the period of this contract and for all employees who have access to the facility(s) in performance of the contract work. These forms shall be submitted for replacement employees before entrance on duty. Necessary forms will be furnished by the Government. If the CO receives an unsuitable report on any employee after processing these forms, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under this contract.

For employees cleared through this process while employed by a Contractor who is subsequently replaced by another Contractor, the succeeding Contractor is not required to submit another set of these forms if the employee has been cleared within the past 3 years, unless specifically requested to do so by the COTR.

Certification

The Contractor shall certify in writing to the COTR that appropriate clearance has been received on each officer of the company and employee prior to their entering on duty.

The Law Enforcement Branch of GSA retains jurisdiction over this facility. An accident, fire, bomb threat, unusual incident or unlawful act must be reported immediately to the Law Enforcement Branch Control Center, on telephone number (202)472-1111. The Control Center will provide emergency assistance as necessitated by the type of incident and/or prepare a telephonic report (GSA Form 3155, Offense/Incident Report) to be used for statistical purposes.

H.17.4 SAFETY, ACCIDENT AND FIRE PROTECTION

The operation and maintenance of the facility(s) and all repairs, alterations, reimbursable work, protection and safety activities, and all other activities shall comply with the handbook, Accident and Fire Protection, General (PBS P 5900 2B), NFPA (National Fire Code); EPA Guidance for Controlling Asbestos Containing Materials in Facility(s) (Report No EPA 560/5-85-024) as supplemented by GSA's draft Asbestos Management Control and Abatement Guide; and the regulations in Part 101-20 of the Federal Property Management Regulations.

The sprinkler systems shall be maintained and tested in accordance with PBS P 5850.1B, Building Maintenance Management. Sprinkler system management testing and/or repair must be coordinated with the fire alarm shop through the COTR.

The Contractor shall establish and maintain an asbestos action plan and operations and maintenance plan as required by PBS P 5900.2b. Copies shall be provided to the COTR.

Safety and Health complaints shall be processed in conformance with OSHA and GSA's requirements. The Contractor is to fulfill the same responsibilities in processing complaints as those assigned to Government's facility(s) managers by 29 CFR 1960 and 41 CFR 101-20.109.

The Contractor shall operate the equipment to the greatest extent possible, in conformance with ASHRAE ventilation standard 62-1981, Acceptable Indoor Air Quality. The Contractor shall ensure that personnel and equipment are available for special cleaning to abate microbial contamination. This is to include a HEPA filtered vacuum cleaner.

H.17.5 FACILITIES AND EQUIPMENT FURNISHED BY THE GOVERNMENT

General

The Government will provide, without cost, the facilities, equipment, materials, and/or services listed below. Government's property shall be used for official Government business only in the performance of this contract.

Government's property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

Property

1. Facilities

Government will furnish and/or make available facilities indicated below. Facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). Government will correct these or any additional OSHA hazards using Government developed plans of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities merely because of this contract initiative. The identification of any hazardous conditions does not warrant or guarantee that no other possible hazards exist, that the work around procedures currently employed will be adequate to meet the responsibilities of the Contractor.

Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements, with the exception of the aforementioned responsibility to make corrections in accordance with approved plans of abatement. Prior to any modification of the facilities by the Contractor, the Contractor must provide all documentation including estimated cost, if any, and describing in detail the modification requested. No alterations to the facilities shall be made without specific written permission from the CO; however, in the case of alterations necessary for OSHA compliance, such permission shall not be unreasonably withheld. The Contractor shall return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall be used in the performance of this contract only.

2. Government Furnished Facilities.

A. Designated office/storage space for CFM Contractor

Room numbers listed below are identified on facility drawings:

Floor Location Approx. Comments

Sq. Ft.

Basement Southwing 389

Mechanical Rm.

Basement Southwing 60

Ductwork Area

Basement

Southwing 1958

Open Area

B. Janitorial Closets Throughout Facility

Floor	Location	Approx. Sq. Ft.	Comments
First	Main Wing	30	One Each
Second	Main Wing	30	One Each
Third	Main Wing	30	One Each
Fourth	Main Wing	30	One Each
Fifth	Main Wing	30	One Each

C. Equipment

Equipment Inventory. Not later than 5 work days prior to start of the basic contract period, the contractor and a Government's representative shall conduct a joint inventory of all Government furnished equipment. The Contractor shall provide a receipt for all equipment provided by the Government. The Contractor and a Government's representative shall jointly determine the working order and condition of all equipment. Items of equipment missing or not in working order shall be recorded.

The government will replace missing items and repair all items not in working order or the CO will direct the Contractor to replace the missing item (s) or accomplish the repair and the Contractor will be reimbursed accordingly. The Government's representative will give disposition instructions for items beyond repair. The Government's representative shall certify their agreement as to the working order of the equipment.

If the Contractor does not agree with the Contracting Officer's determination as to the working order of the equipment, this failure of the Contractor to agree on working order and defect shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes."

Equipment Accountability. By completion or extension of the contract, a joint inventory of equipment shall be conducted by the Contractor and a Government's representative. The Contractor shall be liable for loss or damage to Government furnished property beyond fair wear and tear in accordance with the clause of the contract "Government Furnished Property." Compensation shall be effected by reduced amounts owed to the Contractor or by direct payment by the Contractor, the method to be determined by the CO. All equipment in need of repairs or maintenance shall be repaired or maintained by the contractor within 30 days of discovery, but before the joint inventory is made. All repairs or maintenance not performed by the Contractor shall be made at the Government's option and at the contractor's expense. In the case of damaged property, the amount

of compensation due the Government by the Contractor shall be the actual cost of repair, provided such amount does not exceed the economical repair value.

In the case of loss or damage beyond economical repair to equipment, the amount of the Contractor's liability shall be the depreciated replacement value of the item to be determined by the CO. Any failure of the Contractor to agree with the determination shall be treated as an dispute pursuant to the clause of this contract entitled "Disputes."

Equipment Maintenance. Failure of the Contractor to properly operate, maintain, repair or replace in a timely manner, Government furnished equipment shall not be cause for claims of delays or nonperformance of any activity required by this contract.

Government Furnished Equipment:

- 2 Desks
- 5 -Chairs
- 3 -Tables
- 2 File Cabinets
- 7 Wall Lockers
- 2 Coat Racks
- 2 Wall Prints with Frames
- 2 Brute Trash Containers
- 2 Large Plastic Trash Containers

Government Furnished Materials: None

Applicable Publication and forms.

A. General

Government publications and forms applicable to this Performance Work Statement are listed below. The Contractor is obligated to follow those publications and use those forms to the extent (a specific procedure in a paragraph, section, chapter or volume) specified in the "Performance Work Statement." The Contractor shall be guided by those publications to the extent necessary to accomplish requirements in the "Performance Work Statement." All publications and forms listed shall be provided by the Government at the start of the contract. It is the responsibility of the Contractor to establish follow-on requirements with the Publications Distribution Office (PDO). Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications which result in a decrease or no change in the contract price. Prior to implementing any revision, supplement, or amendment that will result in an increase in contract price, the Contractor shall submit to the CO a price proposal and obtain direction when to implement the new requirements. Said price proposal shall be submitted within 30 calendar days from the date the Contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Changes in the contract price due to supplements and amendments shall be considered under the "Changes" clause. Failure of the Contractor to submit a price proposal within 30 work days from the date of receipt of any change shall entitle the Government to performance in accordance with such change at no increase in contract price.

It is the Contractor's responsibility to ensure that all publications are posted and up-to-date. Upon completion of the contract, the Contractor shall return to the Government all issued publications.

B. Publications.

The following publications are the mandatory regulations, standards and codes for job accomplishment. Custodial-Federal Specification Numbers and Products will be made available to for viewing to all interested offerors upon request..

Publications

Title Date

Applicable Portion

ASME A17.1

American National Current part

Standards Institute A17.1

Safety Code For

Elevators & Escalators

FPMR 101-21-300 Standard Operating Current ALL

FPMR 41 CFR

Rules & Regulations-81 ALL

Governing Buildings &

Grounds

ASME

Boiler Pressure Codes Current Section

29 CFR Part 1910 - OSHA General Industry Standards

29 CFR Part 1960 - Basic Program Elements for Federal Employee

Occupational Safety and Health Programs

NFPA National Fire Codes

Applicable

<u>Publications</u>	<u>Title</u>	Date	<u>Portion</u>
Report No.	EPA Guidance for Controlling	6-85	ALL
560/5-85-024	Asbestos Containing		
	Materials in Buildings		
Unnumbered	GSA Draft Asbestos	Undated	ALL
	Management Control and		
	Abatement Guide		
FPMR 101-20	Building Operations,	6-74	ALL
101-20.1009,	Maintenance, Protection thru 12,		
	and Alterations with 101-20.110 Ar	nendments	

6. Emergency Operating Plan.

- A. The Contractor shall formulate an Emergency Operating Plan identifying the exact responsibility of each supervisor. (Refer to Section C.12). Designated Contractor personnel shall become thoroughly familiar with the Government's Occupant Emergency Plan" responsibilities. Participation in emergency plans shall be mandatory during the event of a facility related emergency or natural disaster.
- B. The Contractor shall establish policy and specific procedures for responding to emergency alarms, bomb threats, or suspect incendiary devices.
- C. The Contractor shall obtain floor plans and area maps of the facility which depict emergency evacuation routes, location of utility cut off valves or switches, utility system controls and special instructions pertaining to security control areas.

7. Old Work.

A. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary during performance of the contract work. Work that is replaced shall match similar existing work. Work remaining in place which is damaged or defaced by reasons of work done under this contract shall be restored equal to its condition at the time of award.

If the security/fire alarm or "sprinkler" systems are to be temporarily removed or disconnected during work stages, they must notify the GSA Central Station prior to start of work. The system must be reconnected or placed back in service at the end of each day unless otherwise authorized by the COTR.

B. The use of impact tools for cutting concrete or for installation of inserts and the use of power-actuated tools will not be permitted in occupied facilities during Government working hours. Impact tools and power actuated tools may be used during non-Government working hours with written permission of the COTR in each instance. Permission shall specify the times and locations impact tools and power-actuated tools may be used.

Burning or welding equipment may be used only with written permission from the COTR. A Welding and burning permit, GSA Form 1755 must be used for each day welding or burning is performed.

8. Occupancy of Premises.

The Facilities may be occupied during the performance of the work. The Contractor shall be expected to coordinate his work with others using the premises, including Government agencies, the CO and other Contractors.

9. Scheduling Work.

- A. Furniture and portable office equipment in the immediate area of the work to be performed shall be moved by the Contractor and replaced to its original location. If the work required by this contract or by a purchase order placed under this contract shall not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the COTR or ordering official for placement by the Contractor.
- B. Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to Government operations and personnel.
- C. Interruptions to facility services should be kept to a minimum and those which affect the environmental conditions in occupied portions of a facility shall be performed outside the official working hours of the facility occupants.

- 10. Protection and Damage.
- A. The Contractor shall provide all labor, materials, and equipment necessary for protection of personnel, equipment, furnishings, facilities, and facility accessories (such as parking lots and fences) from damage. Fixed items shall be removed, if necessary, and replaced in their original locations.

If work required by this Contract or by a delivery order placed under this contract prevents replacement in their original locations, new locations will be designated by the COTR or the ordering official for placement by the Contractor.

Equipment, furnishings, facilities, and facility accessories damaged due to work performed under this Contract or under a delivery order placed under this contract shall be repaired or replaced to match their original construction and finish by the Contractor at no additional cost to the Government.

- B. The route of moving materials or equipment within the facility (s) and the point of delivery of these material or equipment at the facility (s) shall be approved by the COTR. The Contractor shall repair all damage done by the movement of materials or equipment at no additional cost to the Government. The finished repaired surface shall match the original construction and finish.
- C. No materials shall be thrown from windows or doors of the facility. Disposal of waste materials through windows of doors when enclosed chutes or receptacles are used will be permitted only with written permission of the COTR.
- D. Debris from work inside facilities shall be removed from the premises daily except as approved by the COTR. Premises shall be left neat and clean after each work shift so that Government business may proceed without interruption.

SECTION I—CONTRACT CLAUSES

I.1

52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at this address "http://www.arnet.gov/far/".

Clause Title

52.202-01 Definitions 01 Oct 1995

52.203-03 Gratuities 01 Apr 1984

52.203-05 Covenant Against Contingent Fees 01 Apr 84

52.203-06 Restrictions On Subcontractor Sales To The Government 01 Jul 95

52.203-07 Anti-Kickback Procedures 01 Jul 95

52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity 01 Jan 97

52.203-12 Limitation On Payments To Influence Certain Federal 01 Jun 97

Transactions (Dept. of Treasury, Nov. 1990)

52.215-8 Order of Precedence Uniform Contract Format 01 Oct 97

52.219-06 Notice of Total Small Business Set-Aside 01 Jul 96

52.219-08 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns 01 Jun 97

52.219-09 Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan 01 Aug 96

52.222-01 Notice To The Government Of Labor Disputes 01 Feb 97

52.222-03 Convict Labor 01 Aug 96

52.222-04 Contract Work Hours and Safety Standards Act - Overtime Compensation 01 Jul 95

52.222-6 Davis Bacon Act 01 Feb 95

52.222-35 Affirmative Action For Special Disabled And Vietnam Era Veterans 01 Apr 84

52.222-36 Affirmative Action For Handicapped Workers 01 Apr 84

52.222-37 Employment Reports On Special Disabled Veterans 01 Jan 88

And Veterans Of The Vietnam Era

52.222-41 Service Contract Act Of 1965, As Amended 01 May 89

52.222-43 Fair Labor Standards Act And Service Contract Act - Price 01 May 89

Adjustment (Multiple Year And Option)

52.223-02 Clean Air And Water 01 Apr 84

52.223-06 Drug Free Workplace 01 Jan 97

- 52.228-05 Insurance Work On A Government Installation 01 Jan 97
- 52.232-01 Payments 01 Apr 84
- 52.232-08 Discounts For Prompt Payment 01 May 97
- 52.232-11 Extras 01 Apr 84
- 52.232-17 Interest 01 Jun 1996
- 52.232-18 Availability of Funds 01 Apr 84
- 52.232-19 Availability Of Funds For The Next Fiscal Year 01 Apr 84
- 52.232-23 Assignment Of Claims 01 Jan 86
- 52.232-25 Prompt Payment 01 May 97
- 52.232-32 Performance-Based Payments 01 May 97
- 52.232-33 Mandatory Information for Electronic Funds Transfer Payment 01 Aug 96
- 52.233-01 Disputes 01 Oct 95
- 52.233-03 Protest After Award 01 Aug 96
- 52.236-2 Differing Site Conditions 01 Apr 84
- 52.236-7 Permits and Responsibilities 91 Nov 91
- 52.236-9 Protection of Existing Vegetation Structure 01 Apr 84

Equipment, Utilities and Improvements

- 52.236-12 Cleaning Up 01 Apr 84
- 52.213-13 Accident Prevention 01 Nov 91
- 52.237-03 Continuity Of Services 01 Jan 91
- 52.242-13 Bankruptcy 01 Jul 95
- 52.243-01 Changes—Fixed Price 01 Aug 87
- 52.243-04 Changes 01 Aug 87
- 52.244-01 Subcontracts (Fixed-Price Contracts) 01 Feb 95
- 52.244-01 Alt I Subcontracts (Fixed-Price Contracts) Alt I 01 Apr 84
- 52.244-05 Competition In Subcontracting 01 Dec 96
- 52.245-04 Government-Furnished Property (Short Form) 01 Apr 84
- 52.246-25 Limitation If Liability—Services 01 Feb 97
- 52.248-01 Value Engineering 01 Mar 89
- 52.249-02 Termination For Convenience Of The Government (Fixed-Price) 01 Sep 96
- 52.249-08 Default (Fixed-Price Supply & Service) 01 Apr 84
- 52.253-01 Computer Generated Forms 01 Jan 91

I.2 52.217-08 OPTION TO EXTEND SERVICES 01-AUG-89

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

I.3 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT 01-MAR-89

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL 01-MAY-89

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits*

Electronic Mechanic GS-12

Elevator Repairer GS-11

Heating, Refrigeration & AC Mechanic GS-11

Electrician, Maintenance GS-11

Engineer (Pressure Vessel Inspections GS-11

Water Treatment Service Technician GS-10

Elevator Repairer (Helper) GS-8

General Maintenance Worker GS-8

Mechanics Trade Helper GS-6

Carpet Cleaner GS-6

Production Control Clerk GS-6

Pest Controller GS-5

Window Cleaner GS-4

(a)

Janitor, Porter or Cleaner GS-3 Laborer, Grounds Maintenance GS-3 Refuse Collector GS-3

Definitions. As used in this clause—

NW., 2nd Floor, West Wing, Washington, DC 20227.

I.5 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION 01-SEP-96

Contract price means the total amount of the contract for the term of the contract (excluding option if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.
(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to _20 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to percent of the contract price.
(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within _15 days, but in any event, before starting work
(d) The Government may require additional performance bond protection when the contract prices increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable

letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street,

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ATTACHMENT 1

J.1 AS1720 DELIVERABLE PRODUCE ACCEPTANCE FORM 01-MAR-93

DELIVERABLE PRODUCT ACCEPTANCE FORM. (MARCH 1993) FM1720

DELIVERABLE PRODUCT ACCEPTANCE FORM

for the

FINANCIAL MANAGEMENT SERVICE WASHINGTON, D.C.

CONTRACT NO.:
TASK/PROJECT MANAGER NAME AND NUMBER:
TASK/DELIVERY ORDER NUMBER:
DELIVERABLE NUMBER:
ITEM NUMBER QUANTITY DESCRIPTION ACCEPTED REJECTED
COMMENTS:
AS CONTRACTING OFFICER, I HEREBY AGREE WITH THE FINDINGS BY THE COTR REGARDING ACCEPTANCE OF THE ABOVE REFERENCED DELIVERABLES. MY SIGNATURE CONSTITUTES GOVERNMENTAL ACCEPTANCE OF THOSE DELIVERABLES. IF THE DELIVERABLE WAS REJECTED BY THE COTR, A LETTER REGARDING THAT REJECTION WILL BE FORTHCOMING.
CONTRACTING OFFICER

ATTACHMENT 2

TASK DELIVERABLE RECEIPT 01-DEC-96
TASK DELIVERABLE RECEIPT. (DEC 1996) FM1725

TASK DELIVERABLE RECEIPT

For the

FINANCIAL MANAGEMENT SERVICE WASHINGTON, D.C.

CONTRACT NO.:				
TASK/DELIVERY ORDER NUMBER:				
DELIVERABLE NUMBER:				
DELIVERABLE I	DUE DATE:			
ACCEPTANCE D	UE DATE:			
REMARKS:				
Item/Number	Quantity		Deliverable	e Description
DELIVERED BY:				
TYPED NAME		SIGNATURE		DATE
RECEIVED BY:				
TYPED NAME		SIGNATURE		DATE

ATTACHMENT 3

FACILITIES MANAGEMENT

1. Performance Standards

A. General.

- 1. The Contractor, as Project Manager, is fully responsible for management, operation, maintenance, and repair of the facility, associated grounds, parking areas, facility and utility systems in an efficient, economical, and reliable manner so as to maintain or improve the value of the property. These functions are described in the following work breakdown section of this document.
- 2. The Contractor shall provide all the management, administrative, and technical functions, including professional engineering services, necessary for the effective and timely accomplishment of contract requirements. The Contractor shall develop appropriate management and operational plans for submission to the Government 14 calendar days before contract start. The Government must approve the Contractor's procedures prior to the effective date of service. The Government will inspect and audit the Contractor's activities to ensure compliance with the approved plans. The Contractor shall provide the necessary staff and training required to perform management and operational functions, including the planning, scheduling and allocation of resources. The Contractor also shall provide a transition and training plan.
- 3. The Contractor shall provide all needed supplies, materials, equipment, and vehicles and services not listed as Government-furnished property (GFP).
- 4. The Contractor shall develop and implement a system to receive, record, respond, and track all service calls, or other operational problems.
- 5. The Contractor is responsible for estimating, planning, scheduling, budgeting, authorizing, controlling, and accumulating all costs and manpower associated with contract activities, including Contractor's procurement functions.
- 6. The Contractor is responsible for providing projected and actual resource data (i.e. costs of operations, materials, etc.) to the Government, upon request, in support of the Government's budget process.
- 7. The Contractor shall develop and maintain a level of record keeping sufficient to accomplish the above functions and provide comprehensive, timely, and accurate reports to the Government for review and/or approval, as requested.
- 8. It is necessary that various data be reported to the Government on a quarterly basis. The specifics of the data collection and preparation are left to the Contractor however, the accounting and reporting procedures and systems shall be in accordance with generally accepted accounting principles and/or Building Owners and Managers Association Conventions, as appropriate.
- 9. The Contractor is also notified that activities, functions and reports either directly or indirectly in support of this contract are subject to both scheduled and unscheduled audits by either officials of authorized Government agencies or representatives of the General Accounting Office.
- 2. Personnel.

A. Facility Manager's Representative(s).

- 1. Any person responsible for directing or supervising work being performed as required by this contract shall possess experience directing or supervising operation and maintenance programs in a facility's of the approximate size and characteristics of the facility(s) named in this contract.
- 2. Contractor will include in his operating plan assurance that all contract work is satisfactorily supervised. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the CO or the designated COTR.
- 3. A "Project Manager" is the person designated in writing by the Contractor who has complete authority to act for the Contractor during the term of the contract, and who is authorized to accept inspection and deficiency reports, notices of deduction, and all other correspondence on behalf of the Contractor.

The Project Manager shall possess experience in management and/or supervision of operation and maintenance programs in a facility(s) of the approximate size and characteristics of the facility(s) named in this contract.

4. An "on-site supervisor" is a person (or persons) designated in writing by the Contractor who has authority to act for the Contractor on all contract matters relating to daily operation of this contract.

The "on-site" supervisor shall possess experience as a supervisor of employees engaged in either mechanical operation or maintenance activities in a facility(s) of the approximate size and characteristics of the facility(s) named in this contract.

- B. Employees.
- 1. The Contractor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, safely, and economically manage, operate, maintain, and account for the facility.
- 2. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor, which is in all respects the employer of such employees.
- 3. The CO may require dismissal from work any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.
- 4. Also in connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)© (2) and Executive Order 11755, December 29, 1973.
- C. Supervision.
- 1. <u>General.</u> The Contractor shall ensure all work required by this contract is satisfactorily supervised, either by personal action or by a Project Manager. The Contractor shall provide sufficient supervision to carry out all the terms and conditions of this contract. In addition, an on site supervisor(s) shall be available at all times while contract work is in progress to receive notices,

reports, or requests from either the CO or the designated COTR. Supervisory employees must be able to read, write, and speak English. Government employees are not authorized to exercise either direct or indirect supervision over the Contractor's employees.

- 2. <u>Contact After Normal Hours.</u> The Contractor shall not later than 5 calendar days before the effective date of the contract, provide the COTR with telephone numbers which the Government may use at any time to directly contact the Contractor, the Project Manager, and the supervisors. After normal work hours, the Project Manager or supervisors shall be available within one hour at the site. The Contractor will immediately notify the COTR of any change in these numbers.
- 3. <u>Project Manager.</u> A Project Manager is a person designated in writing by the Contractor who has complete authority to act for the Contractor during the term of the contract and who is authorized to accept all correspondence on behalf of the Contractor.

<u>Qualifications of the Project Manager</u>. The Project Manager shall possess at least 3 years of recent (within the past 5 years) responsible experience in managing the operation, maintenance and repair of a facility equipment and systems of the approximate size and characteristics of the facility(s) to be operated under this contract.

A detailed resume containing the information specified below must be submitted to the CO or his designee for approval prior to assignment of the Project Manager to the contract. These qualification standards apply to both new and replacement Project Managers.

- a. The full name of the proposed Project Manager.
- b. A detailed description of the previous 5 years of employment history for the proposed Project Manager.
- c. The name(s) and address(es) of the companies for whom the proposed manager worked for the past 5 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).
- 4. <u>Supervisory Employees.</u> A "supervisor" is a person (or persons) who is on-site and has been designated in writing by the Contractor with authority to act for the Contractor on all contract matters relating to the daily operation of this contract.

Qualifications of Supervisory Employees. All supervisory personnel shall possess at least 2 years of recent (within the past 5 years) experience in directing personnel responsible for accomplishment of work in their respective program area in facilities of the approximate size and characteristics of the facility(s) to be operated and maintained under this contract.

A detailed resume containing the information specified below must be submitted to the CO or his designee for approval prior to the assignment of any supervisors to the contract. These qualification standards apply to both new and replacement supervisory personnel.

- a. The full names of the proposed supervisors.
- b. Detailed descriptions of the previous 5 years of employment history for each proposed supervisor.
- c. The name(s) and address(es) of the companies for whom the proposed supervisor(s) worked for the past 5 years, along with the name(s) and telephone number(s) of immediate supervisors.

DOCUMENT NO. FMHQ98R0010

DOCUMENT TITLE FACILITIES MGMT

SOLICITATION

ATTACHMENT 4

FACILITY INFORMATION SHEET

1	T '1'.	T
	Facility	I lata
1.	raciiiv	12010

Location: Liberty Center, 401 14th Street SW, Washington, D.C. 20227

Height of Facility: 72 feet to parapet

Number of stories: 5

Population: 600

2. Facility's Statistics
Gross area:173.981 SF
Occupiable area:83.375 SF
Net cleaning area 1/99.357 SF
Gross area of main corridor 2/2,156 SF
Gross area of main corridor (carpeted)2,156 SF
Gross area of secondary corridor 17.509 SF
Gross area of secondary corridor (carpeted)16,747 SF
Gross area of lobbies & entrances 3/4,272 SF
Toilet Fixtures119 FIXTURES
Exterior windows:613 windows
*Plate Glass SF
*Venetian BlindsSF
*DrapesSF
General office, file rooms, libraries,
conference rooms. etc.
Bare floor 3.583 SF
Carpeted66.380 SF
Executive Space
Bare floor N/A SF
Carpeted 1,933 SF
ADP (raised floor area):876 SF
Health Unit Area (carpeted)566 SF
Storage Space1,866 SF
Kitchen 56 SF
Vending160 SF

SOLICITATION	DOCUMENT NO.
	FMHQ98R0010

DOCUMENT TITLE FACILITIES MGMT

Stairways (flights)20 FLIGHTS
Passenger elevators
Freight elevators
Escalators
Garage and ramps N/A SF
Hard floor areas to be stripped, waxed,
or sealed1.232 SF
Total rugs and carpets in building87,782 SF
*Information unavailable at this time.
3. Outside Grounds.
Outside areas to be policed 4/72.625 SF
Ground careN/A SF
TreesN/A TREES
Parking areas
Vehicular courseN/A SF

Footnotes:

- 1/ That part of the facility that is to be cleaned by the Contractor includes: Corridors, entrances, lobbies, office space, storage space, garage and ramps within the facility square feet.
- 2/ Main corridors are normally defined as those corridors located on the first or ground floors of a facility or those that serve as primary entrance or exit areas. High volume traffic areas are identified as main corridors.
- 3/ Main entrances are defined as entrances where traffic volume is highest: where the majority of the facility occupants or the general public pass through these areas to either transact business within the facility or to arrive at their normal work stations.
- 4/ Square footage includes: Parking areas, sidewalks and all grounds surrounding the building.

ATTACHMENT 5

OPERATION AND MAINTENANCE OF MECHANICAL EQUIPMENT

1. Performance Standards.

All mechanical, electrical, plumbing and utility systems shall be operated compatible with the current GSA energy conservation requirements, and maintained at an acceptable level, throughout the contract performance period. An "acceptable level" of maintenance is defined as the level of maintenance which shall preserve the equipment in unimpaired operating condition; i.e., above the point where deterioration will begin thereby diminishing the normal life expectancy of the equipment. The Contractor is responsible for performing scheduled and unscheduled maintenance, and repairs, as necessary, on a 24 hour a day, 365 days per year basis, including emergency call-back service.

2. Personnel.

The facility shall be fully staffed beginning the first day of work under the contract, with qualified contractor or subcontractor personnel who are capable, trained, experienced and who will operate with a minimum of supervision. All personnel shall receive close and continuing first-line supervision by the Contractor.

- A. <u>Mechanics</u>. Mechanics shall have at least three (3) years experience obtained within the past five (5) years, in a trade or occupation related to maintenance, repair, or operation of facilities such as: Air-conditioning equipment mechanic; refrigeration equipment mechanic; elevator mechanic; HVAC control systems mechanic; and/or plumber.
- B. <u>Maintenance Workers and/or Helpers.</u> The maintenance workers and/or helpers shall have at least two (2) years of recent experience (within the past 5 years) in the field of facility operation and maintenance in an occupation such as general mechanic, HVAC equipment installer, air conditioning equipment operator, elevator maintenance helper.
- C. The Contractor shall ensure that all mechanical work is performed by employees who are fully trained and able, with only limited supervision or assistance, to perform the full range of mechanical operation, and miscellaneous service specified herein.
- 3. Facility equipment and Systems.
- A. The equipment and systems to be operated, maintained and repaired include all mechanical, electrical, plumbing, and utility systems installed at the site, including, but not limited to:
- 1. Air-conditioning equipment and systems.
- 2. Air-handling/distribution equipment and systems.
- 3. Domestic water equipment and systems.
- 4. Electrical equipment and lighting systems.
- 5. Elevator equipment and systems.
- 6. Heating equipment and systems.
- 7. HVAC system controls and monitoring equipment.
- 8. Sanitary sewage equipment and systems.

- 9. Storm drainage equipment and systems.
- B. The GSA Equipment Inventory List provides an inventory of the equipment and systems installed in the facility(s) which must be serviced. A copy of this list is will be made available for review upon request by interested offerors.. This inventory represents the most accurate and current record of equipment and systems but is not absolute. Equipment may be added or deleted during the term of this contract. In the event, equipment is added or deleted, a contract modification will be issued in accordance with the changes clause (Section I).
- C. The Contractor is not responsible for operation, maintenance, or repair of occupant agency program equipment. including, but not limited to:

Computers, Paper pulpers, Office furniture,

Office machines, Mail handling equipment,

Personally owned appliances, Printing plant equipment

- D. The Contractor can tour the facility to determine the condition of the equipment and systems as arranged at the pre-proposal meeting. He may also review Government's records for the site at this time.
- E. On a daily basis, the Contractor shall report to the COTR the status of any major equipment or systems not operating, or that become non-operational during the workday. Any system or equipment, including elevators, not operational by the official start time of the occupants shall be reported to the COTR by 7 AM. The fire system malfunctions shall be reported immediately to the control center.
- 4. Operational Standards.

The facility (s) systems shall be operated in an energy efficient manner to provide the following environmental conditions:

- A. Temperature controls shall be set to maintain a comfort level not above 70 degrees Fahrenheit during working hours in the heating season. Temperature controls shall be set to maintain a comfort level not lower than 76 degrees Fahrenheit during working hours in the cooling season. Space temperatures during non-working hours shall be maintained to assure the protection of the facility and its systems.
- B. Whenever possible, outside air should be utilized to maintain temperature ranges desired in the office spaces.
- C. Ventilation shall be as defined in the Quality Standards for Design and Construction Handbook PBS P 3430.1, Appendix 5-R; the Energy and Water Handbook PBS P 5800.35, Chapter 8-7e; and in the American Society of Heating, Refrigeration, and Air Conditioning Engineers Standard 62-1981, Ventilation for Acceptable Indoor Air Quality; and CFR Title 40, Part 141 PCB procedures.
- D. Domestic hot water will be provided at 105 degrees Fahrenheit and chilled water drinking units at 50 to 55 degrees Fahrenheit at the point of use.
- E. Lighting necessary for safety and security will remain on during hours of non-occupancy.
- 5. Preventive Maintenance (PM) Standards.

- A. The Contractor shall develop and implement a PM program. All equipment and systems shall be maintained at an acceptable level as previously defined to assure that the facility(s) are operated in an efficient manner. The PM program shall include, but shall not be limited to: Periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement, and the necessary parts and repairs to keep the equipment and system in optimum operating condition.
- B. The Contractor shall insure that all equipment critical to the mission of the agency and all equipment whose failure could cause a life safety or fire safety hazard will be maintained in accordance with the manufacturers recommendations or the best practices of the industry.
- C. Within 15 working days after the award of the contract, the Contractor shall officially submit to the COTR a PM program for the equipment and systems listed on the GSA Equipment Inventory List. The Contractor shall identify those items on which PM will be performed. For each item identified the Contractor will indicate the frequency the PM will be performed and provide a description of the work to be done. **THE COTR SHALL BE NOTIFIED 48 HOURS IN ADVANCE BEFORE PM IS SCHEDULED TO BE PERFORMED**. The COTR will review the PM program and officially return a copy of the PM program to the Contractor within 10 working days indicating for each piece of equipment or system if the PM for that item is approved.
- D. The Contractor shall be responsible for the repair/ placement costs, including labor, equipment, and supplies for all equipment and systems up to the limits contained in Paragraph 6 of this exhibit.
- E. Within 10 working days after the COTR has returned the reviewed copy of the Contractor's PM program, the Contractor shall submit an annual schedule for the accomplishment of all PM. The schedule shall state for each piece of equipment the date for scheduled maintenance, the equipment number and the location of the equipment.
- F. Equipment for which schedule maintenance is to be performed less frequently than annually (only every 2 and 3 years) shall be scheduled for completion during the initial year of service under this contract.
- G. Equipment under warranty shall be maintained in accordance with warranty instructions and conditions.
- H. The COTR is to be notified in writing or verbally in advance when maintenance or repair work is to be done which requires opening or dismantling of equipment. Such equipment will include but not be limited to boilers, generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motor generator sets, elevators and such equipment as determined as critical by the COTR. The Government at its option will inspect the equipment before, during and after any work is performed.
- I. The Contractor shall be responsible for correcting all deficiencies identified during PM inspections subject to the limits specified in Paragraph 6.A of this attachment under Repairs.
- J. The Contractor shall be responsible for maintaining PM record for each piece of equipment or system. The records shall reflect periodic maintenance performed and the scheduled and completion dates. The Contractor shall update the PM records and history files on a monthly basis within ten days after the last day of the month. These records shall be made available to the COTR upon request. All PM records shall be turned over to the COTR within 15 days of contract termination.

- K. Within 10 working days after the end of the month, a monthly progress report indicating the PM work performed on each piece of equipment and deficiencies noted shall be submitted to the COTR.
- L. A copy of the GSA PBS P 5850.1B, Buildings Maintenance Management Handbook will be made available e for review upon request by interested offerors. This handbook represents GSA's standards. The contractor is encouraged to formulate his own PM program for the facility equipment and systems. Where the contractor deviates from the standard, an explanation of the deviation is requested.
- M. The Contractor shall physically label all mechanical, electrical, plumbing and utility system equipment and components with permanent identification. The labeling system procedures shall be submitted to the COTR for approval prior to use and shall follow existing GSA methods. All labeling shall be completed by the Contractor within 90 calendar days after the contract start date. In addition, any mechanical, electrical, pluming and utility equipment which is added to the building inventory during the term of this contract shall be labeled by the Contractor in the same manner.
- N. A list of preventive maintenance for the last twelve month period will be made available for review upon request by interested offerors. This list will be made available by appointment by contacting the point of contract listed on the Standard form 33.
- 6. Repairs.

Definition - Reference Section C.2.

A. The Contractor shall be responsible for all costs associated with accomplishing all repairs where the cost of labor, equipment and material is expected to be \$5,000 or less. This dollar threshold applies to each individual repair job that may be required. The Contractor shall accomplish such repair within 7 calendar days or at the discretion of the COTR. The Contractor shall notify the COTR 24 hours in advance of any work that is to be performed that would be disruptive to facility occupants or interfere with normal facility operations.

The Contractor shall be responsible for all costs of repairs expected to exceed \$5,000 up to \$10,000 as follows:

- 1. During the initial year of service, the Contractor shall be responsible for the first five (5) such repairs.
- 2. In the event Option Lot I is exercised by the Government, the Contractor shall be responsible for the first five (5) such repairs.
- 3. In the event Option Lot II is exercised by the Government, the Contractor shall be responsible for the first five (5).
- 4. In the event Option Lot III is exercised by the Government, the Contractor shall be responsible for the first seven (7).
- 5. In the event Option Lot IV is exercised by the Government, the Contractor shall be responsible for the first seven (7).
- B. Any repairs where the cost of labor, equipment and materials is estimated to cost in excess of \$5,000 but not to exceed \$25,000 shall be immediately reported to the COTR. Additional repairs required above and beyond the thresholds as specified under Paragraph 6.A.1, 6.A.2, 6.A.3, 6.A.4

and 6.A.5 above are considered to be within the scope of this contract. However, the cost of each additional repair will be negotiated between the Government and the Contractor. In all cases the Contractor shall be responsible for the first \$5,000 of repairs costs. The Contractor shall perform these repairs only when directed by the COTR through a duly executed purchase order. This requirement may be waived by the COTR in the case of an emergency. The Contractor shall submit to the COTR a detailed cost breakdown to perform the work. This breakdown shall include the labor hours by trade or by the various types of work to be performed on the project and an itemized list of the cost of supplies, materials and any overhead. The Contractor shall compute the labor costs using the bid unit hourly rate for repair services specified in Section B.

- 1. The Government reserves the right to furnish any or all parts and/or materials required for a particular repair to the Contractor as Government furnished property. If the Contractor furnishes the parts and/or materials the price to be paid shall be on the basis of established catalogue or list prices, in effect when material is furnished, less all applicable discounts, but in no event shall such price be in excess of the Contractor's sale price to his most favored customers for the same item in like quantity, or the current market price, whichever is lower.
- C. The Contractor shall not be required to perform any repairs where the cost expected to exceed \$25,000. However, the Contractor shall be responsible for the first \$5,000 for any repairs over this dollar threshold. This dollar threshold applies to each individual repair that may be required.
- D. The decision as to which dollar category a repair job falls under will be made by the COTR. In the event of a dispute, the Contractor may appeal the COTR's decision to the CO and file a claim. The Contractor shall proceed diligently with the performance of the work, pending resolution of any request for relief, claim, appeal, or action relating to the contract, and comply with the decision of the CO. All appeals and claims will be processed in accordance with the ~Disputes~ clause of the contract.

7. General Instructions

A. Commencing on a mutually agreeable date no longer than 5 calendar days after notice of award is issued to the Contractor and continuing until completed, the Contractor's Project Manager or his designee and the COTR or his designee shall together make a complete and systematic initial inspection of all mechanical, electrical, and utility systems and equipment, roof(s), windows, doors and other structural features the repair of which is covered by this contract, for the purpose of developing an existing deficiency report. (Such Systems, equipment and features are hereinafter called "items"). The report shall be prepared as the inspection is conducted, in duplicate, and shall be signed when completed by the aforesaid representatives of both parties, and each party shall retain one completely executed copy.

This deficiency report shall not include any items that would be replaced, repaired or adjusted during the performance of normal PM as defined in Paragraph 5 or any items listed in the known facility deficiency list under Paragraph 12 of this Exhibit and Paragraph 2 of Exhibit 8.

If an item cannot be inspected due to the seasonal nature of the equipment, inspection can be deferred. Rescheduling of such inspections must be done with the approval of the COTR.

The Contractor shall prepare and submit to the COTR, within 30 calendar days after completion of the joint inspection, a copy of said report with an attached listing of the repairs needed to correct each deficiency and the Contractor's price, (including, but not limited to labor, materials, overhead and

profit), for correcting each deficiency. These prices shall remain firm for a period of 60 days after submission.

The CO shall review the report and shall issue a final decision determining Contractor and Government's responsibilities for correction of deficiencies. The Government may elect to have all or any part of this work performed by Contractor, (at the price or prices quoted therefore); by Government employees, or by other contractors.

When an existing deficiency in an item is corrected, the Contractor shall assume responsibility for any subsequent repairs to the equipment (except those rep airs which may be covered under a warranty or guarantee agreement)< at no additional cost to the Government. Any and all deficiencies found after the initial inspection shall not be considered preexisting and therefore, the repair thereof will be the responsibility of the Contractor.

Nothing in this existing Deficiency Clause shall be construed as diminishing the obligations imposed by this contract upon Contractor to operate any deficient item, (to the extent operable), or to maintain any such item.

The Contractor shall maintain the machinery spaces, shops and storerooms in a clean and orderly manner. The machinery rooms shall be painted to maintain the appearance of the room and equipment. When painting, the Contractor must comply with the GSA PBS P 5800.18B, Chapter 7, Part 4, Paragraph 137b color coding standard and maintain the identity (Identification Information) of the equipment.

B. Any furniture in the immediate area of the work site(s) will be removed by the Contractor and replaced to the original position. All work shall be done with a minimum of interference to Government operation and personnel.

All temporary outages of any utility services, security and/or fire alarm systems required for the performance of work shall be scheduled with and approved by the COTR, no less than 48 hours in advance of such outages.

8. Elevator Maintenance.

A. General

- 1. The Contractor shall respond to all reports of elevator problems, immediately, but in no case later than 30 minutes, during normal operating hours. After normal operating hours, the response time on-site shall not exceed 1 hour from the time of notification.
- 2. The elevators in this facility shall be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, and be capable of providing their initial maximum capacity. speed, and performance at all times. The Government reserves the right to make tests when and where deemed advisable to ascertain that these requirements are being fulfilled.
- 3. The Contractor shall maintain the elevators, their equipment, appurtenances and accessories in compliance with the requirements of the latest edition of the American National Standards Institute ANSI) Safety Code for Elevators and Escalators. A17.1,-and all other applicable laws, regulations, rules ordinances, codes. etc. The ANSI Elevator Inspectors Manual, A17.2, shall be used as a guide to establish that the elevators are operating safely.
- 4. The Contractor shall maintain the original contact speed for each elevator car, in feet per minute. and the original performance time, including acceleration and retardation. as designed and

installed by the manufacturer. The Contractor shall perform necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.

- 5. The Contractor shall not be required to make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear.
- B. Facility and Elevator Equipment Information.
- 1. Number of stories: 5
- 2. Approximate facility population: 500
- C. Preventive Maintenance (PM).

The PM shall be performed at the frequencies stated in the GSA Buildings Maintenance Management handbook, PBS P 585O.lB.

D. Inspections and Tests.

The Contractor shall be responsible for having the following inspections, and tests accomplished by certified personnel.

- 1. Elevator Inspections.
- a. The Contractor shall schedule and have performed periodic safety tests and inspections of all elevators as required by the latest edition of ANSI/ASME. A17.1. The Contractor performing the maintenance is not eligible to perform the safety inspections. The Contractor shall furnish a copy of the inspection schedule to the COTR 14 calendar days prior to the contract start date.
- b. The Contractor shall provide a qualified employee to accompany the inspector during the inspection.
- c. The Contractor shall furnish a written report of each inspection to the COTR. The report shall be submitted on GSA Form 376 (Elevator Inspection Report).
- d. The Contractor shall be responsible for the correction of all listed deficiencies within the standard of the contract by the date specified in the report as determined by the COTR. Any deficiencies marked "Emergency" must be corrected immediately. When all listed deficiencies have been corrected the Contractor shall sign and date the inspection report and return it to the COTR.
- e. The Contractor shall be responsible for obtaining the signed GSA Form 55, (Certificate of Elevator Inspection) and GSA Form 55A, Acknowledgment of Elevator Inspection Certification) from the elevator inspector. A copy of GSA Form 55A shall be provided to the COTR. A GSA Form 55, shall be countersigned by the individual responsible for maintaining the equipment, and displayed in the elevator car.
- E. Records to be Supplied by the Government.

If available, drawings and/or specifications for the elevators may be obtained from the COTR. The information shall be retained at the work site. Applicable changes shall be noted on the drawings and/or specifications. On termination or expiration of the contract, the information shall be returned to the COTR.

F. Scheduling Work.

Group supervisory control system tests shall be performed during normal working hours.

G. Reporting Defects.

The Contractor shall immediately notify the CO (in writing) of the existence or the development of any defects in, or repairs required to the elevators which the Contractor considers he is not responsible for under the terms of the contract, and shall furnish him a written estimate of the cost to make necessary repairs. The CO reserves the right to make final determinations as to responsibility.

- H. Replacement Parts to be Supplied by Contractor.
- 1. The Contractor shall be responsible for furnishing replacement parts necessary to maintain the equipment at an acceptable level, as previously defined, to assure the elevators are operated in a safe and efficient manner.
- 2. The Contractor shall provide parts and/or tools for each type and size of elevator. It is vitally important that replacement parts be immediately available (for installation at the facility within 2 hours of the establishment of the need for them) so the elevator service will not be subject to interruptions and stoppages.
- 9. Water Treatment.
- A. The Contractor shall provide equipment, chemicals, and services including application, required to control corrosion, scale, algae and biological growth in all heating and air conditioning equipment and systems throughout the facility(s). These will include steam, hot water for heating), condensate, chilled water, and condenser water for both open and closed systems. At the expiration or termination of the contract, all such devices furnished and installed by the Contractor shall remain and become the property of the Government.
- B. The Contractor shall submit a report to the COTR on the initial Water Analysis and the prescribed Water Treatment Program, specifying control tests to be performed and control limits, within 15 calendar days after the contract start date. He shall also submit supplemental reports subsequent to any changes required in the treatment program.
- C. Chemical treatment of any system shall not be started until program is approved by the COTR and GSA Regional Chemist. Similar approval shall also be required prior to changes in chemical treatment.
- D. The Contractor shall warrant that the chemicals used in the water Treatment Program will not endanger the health or safety of persons coming into contact with the materials and will not harm personal property or damage real property. The Contractor also warrants that the chemicals used in the water Treatment Program shall have no detrimental effect on the metallic, nonmetallic, and wood materials in the equipment being treated. Any discharges of chemicals to surface water or to the sanitary sewer must be in compliance with current water pollution regulations of county, state and the Environmental Protection Agency (EPA).
- E. Once every two (2 months, at the same time as water samples are taken for control testing, a duplicate set of samples shall be taken and delivered to the Heating Operation and Transmission District's laboratory along with two (2) copies of the Contractors test results.
- 10. Unfired Pressure Vessel Inspection.

- A. The Contractor shall have all unfired pressure vessels inspected in accordance with the National Board of Boiler and Pressure Vessels, ASME Boiler and Pressure Codes, and the GSA, PBS P 5800.18B, Chapter 5, Part 3.
- B. The Contractor shall have all unfired pressure vessels operating at a pressure in excess of 60 p.s.i. and having a capacity in excess of 15 gallons inspected annually.
- C. Inspections shall be made by Inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors and employed by an independent firm specializing in boiler and unfired pressure vessel inspections.
- D. The Contractor shall require the inspector to use a GSA Form 350, (Inspection Report of Unfired Pressure Vessels) for each unfired pressure vessel inspected. The GSA Form 1034 shall be posted on or near the equipment.
- 11. Inventory and Known Deficiency Listing.
- A. Inventory List:

Inventory list will be made available for review upon request from interested offerors.

- B. Facility Equipment and Systems known Deficiency Listing.
- 1. Known architectural, structural, facility equipment, systems, and other deficiencies are described in the Liberty Loan "Building Conditions Report" dated November 19, 1992.

The Building Conditions Report will be made available for review upon request.

ATTACHMENT 6

ENERGY MANAGEMENT SYSTEM

- 1. Performance Standards.
- A. The Energy Management System (EMS) is a computer based system, featuring microprocessor-based remote field panels capable of stand-alone operation, that will administer the facility operation. This system has modular architecture permitting expansion by adding computer memory, application software, peripheral equipment, and field hardware.
- B. The Contractor will operate and maintain the EMS which controls the facility operating systems.
- 1. Building Environmental Monitoring and Control System. subsystems, and associated equipment.
- 2. Central Control Center Console System. subsystems, and associated equipment.
- 3. Software Programs. (Internal)
- 4. Energy Management Control System, subsystems. and associated equipment.
- C. The following mechanical equipment shall be controlled from the central panel:
- 1. Time of Day
- a. Fan F-6
- b. Fan F-7
- 2. Optimum Start-Stop
- a. AHU-1 SAF AND RAF
- b. AHU-2 SAF AND RAF
- c. AHU-3 SAF AND RAF
- d. AHU-4 SAF AND RAF
- e. AHU-5 SAF AND RAF
- f. Chilled Water Pump P-1
- g. Condenser Water Pump P-2
- h. AHU-6, SAF AND RAF (future)
- i. Heating Pump P-4
- j. Heating Pump P-5
- k. Preheat Pumps P-6 through P-10
- 2. Normal Operations.

The Contractor will control and monitor the routine operation of the facility. This includes the following:

a. Start and stop the facility HVAC equipment according to predetermined schedules.

- b. Monitor and log any abnormal operational readings of the facility equipment.
- c. Maintain the PM program which schedules the PM work on all facility equipment.
- d. Provide the Building Management Staff, at least seven days in advance, a list of PM work to be done on facility equipment (including specific dates of scheduled
- e. Prepare periodic reports required to track operational data, energy consumption, and other reports required to fulfill the information needs of the Government.
- f. Provide the Building Management staff, at least seven days in advance, a list of PM work tobe done on facility equipment (including specific dates of scheduled work).
- 3. Emergency Operations.

In addition to controlling the routine operation of the facility, the Contractor will also provide the capability of responding to emergency needs. This includes both providing a 24 hour emergency call service, and operating the facility during emergency conditions.

The Contractor will provide a 24 hour. 365 days per year emergency call service which will enable him to respond within 1 hour on-site to requirements for emergency calls. Emergency calls to correct EMS deficiencies shall be at no charge to the Government.

The Contractor must provide an operator to perform the following emergency operation functions:

- a. Detect. locate. and analyze abnormal conditions in the mechanical systems.
- b. Correct all alarm situations, including emergency shutdown of the facility equipment (neutralizes alarm as necessary prior to correction). The COTR will provide written emergency procedures at the beginning of this contract.
- c. In case of a fire alarm. assists Fire Department personnel as required and requested by them. Notifies GSA Fire Alarm Shop to reset.
- d. Operates the emergency power system.
- e. Handles all emergency conditions (power failures, equipment failures. etc.) with minimal disruption to facility operations and tenant services. Notifies the COTR of emergency situations as they occur.

ATTACHMENT 7

JANITORIAL/PEST CONTROL/SNOW REMOVAL

1. Performance Standards.

The Contractor shall develop and implement a Janitorial/Pest Control/Snow Removal program. Schedules and periodic work schedules shall be formulated in accordance with the cleaning services standards described below. The facility areas to be serviced are as described in the Facility Information Sheet (FIS).

2. Janitorial Standards.

- A. The work described herein shall be performed within the following specified time periods:
- 1. On normal workdays, all cleaning of occupied space, shall be performed during the hours 5 p.m. to 10 p.m., with the exception of he areas listed below in 2(A-T).
- 2. On a normal workdays, during official working hours, the following areas shall be thoroughly cleaned, including but not limited to, all dusting cubicles tops and work surfaces, vacuuming and emptying trash:
 - a. Liberty Cafe vacuum, sweep and shampoo carpetand mop floor
 - b. Permits Room Rm. 131, 130, 120, 130A, 130B
 - c. Building Manager's Office Rm. 118 & Mailroom 119
 - d. Health Unit Rm. 100 and Rm. 101
 - e. Lobbies Main, West & South Police exteriors of entries, Main, West and South
 - f.. Spot clean Rest Rooms stock with paper products and soap police daily
 - g. All locked offices
 - h. Computer Room 246, Rm. 219, Rm. 222b, Rm. 227, Rm. 242, Rm. 222, Rm. 202 & Rm. 220
 - i. LAN Admin. Office Rm. 354
 - j. AC Regional Operations Rm. 342, Director ofIntegrity Div. Rm. 337
 - k. Risk Assessment & Monitoring Rm. 417
 - 1. Computer Room 426
 - m. Director, Acquisitions Management Div. Rm. 428A, Conference Rm. 429, Rm. 428, Rms. 459, 453, 449, 446, .441, 436
 - n. I.L.C. Library Rm. 433
 - o. Director Risk & Monitoring Rm. 500, RM. 536 Rm. 530, RM. 555 & Rm. 526

- p. With a damp cloth, periodically clean tops of recycle containers (cans and bottles)
- q. Be on call for emergencies
- r. Police/spot clean/trash removal, main entrance (inside/outside), grounds s sidewalk
- s. Police/sport clean/trash removal snack bar and vending areas
- t. Assist mechanics in emergencies and/or snow removal
- u. Outside areas may be performed at any time.
- B. Toilet Rooms: (Including private toilet rooms, where applicable.)
 - 1. Floors: The floors including corners and baseboards shall be clean and dry, and present an overall appearance of cleanliness.
 - 2. Fixtures: Fixtures shall be clean and bright with no obvious dust, stains, rust, green mold or encrustation.
 - 3. Servicing: All supply dispensers shall be maintained to meet the needs of the occupants. Waste receptacles and sanitary dispensers shall be emptied and disinfected with new bags inserted at least once daily.
 - 4. Damp Clean the Sanitary containers with a disinfectant in all Ladies toilet rooms.
- 3. Dusting: There shall be no obvious signs of dust on any surfaces.
- 4. <u>Policing:</u> Toilet rooms shall be maintained free of discarded materials and trash/debris. The supply dispensers will be refilled to meet demands of the occupants and present an overall clean appearance.
- 5. <u>Mirrors</u>: Mirrors shall be clean and free of obvious spots, streaks or soil substances.
- 6. <u>Walls</u>: Obvious signs of water stains, soil substances, dust, or smudges shall be removed from all surfaces including partitions and stalls.
- C. <u>Room Cleaning:</u> (Includes all office areas, executive space, guards office, libraries, file rooms, health unit, ADP space, conference rooms, kitchen and vending areas as well as other space being utilized by the occupants.)
 - 1. <u>Trash/Debris Collection:</u> All trash/debris generated in the facility shall be collected and removed to the designated areas as specified by the Contracting Officer's Representative (COTR).
 - 2. <u>Basins</u>: Fixtures shall be clean and bright, there shall be no obvious dust, stains, or encrustation.
 - 3. <u>Mirrors/Interior Glass:</u> Mirrors shall be clean and free of obvious spots, streaks, soil substances, dust or smudges.
 - 4. <u>Dusting:</u> All horizontal, vertical, and under surfaces shall be free of obvious dust, smudges or spots and the corners, crevices, moldings and ledges shall be free of

obvious dust. Table tops in conference rooms will be free of dust and polished with furniture polish when needed.

Note: In dusting of horizontal surfaces, papers shall not be disturbed. However, desk type items shall be raised to remove obvious dust or debris.

- 5. <u>Vacuuming:</u> Carpeted surfaces shall be maintained free of dirt, dust and other debris.
- 6. <u>Floors:</u> Floor surfaces shall be maintained, clean and free of trash/debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. The finished area shall have a uniform luster without unsightly finish buildup. All surfaces shall be slip resistant.
- 7. <u>Spot Cleaning of Carpets:</u> All spillages, dirt accumulation or crusted material shall be removed along with spots, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent a areas of the carpet.

Note: The manufacturer's guidelines for cleaning and maintaining carpeted floor tiles will be made available for review upon request by interested offerors.

- 8. <u>Walls:</u> Spots, smudges or other foreign markings shall have been removed without causing unsightly discoloration to the wall surfaces.
- 9. Services to be Performed Frequently to Maintain Quality Standards:
 - a. <u>Wastebaskets:</u> Wastebaskets shall be maintained free of trash/debris and residue, washed and cleaned periodically. All plastic bottle and can recycle containers shall be washed and cleaned periodically.
 - b. Wood Paneling: Paneling shall be free of dirt, dust or streaks.
- 10. <u>Paper Recycling:</u> The Contractor shall remove "Recycle Paper" from the designated pick-up point in the 2nd floor Computer Room to a designated area in the basement. This recyclable paper will then be removed from the premises by the Government's Recycle Paper Contractor.
- D. Entrances, Lobbies and Corridors:
- 1. Floors: Floor surfaces shall be maintained, clean and free of trash/debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. The finished area shall have a uniform high luster without unsightly finish buildup. All surfaces shall be slip resistant.
- 2. Vacuuming: Carpeted surfaces shall be free of obvious dirt, dust and other trash/debris.
- 3. Metal: Metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster.
- 4. Wood: Wood surfaces shall be free of dirt, dust or streaks and present a polished finish.
- 5. Dusting: All horizontal, vertical and under surfaces shall be free of obvious dust, smudges or spots.
- 6. Glass: Glass surfaces shall be clean and free of dust, smudges, spots or soil substances.
- 7. Thresholds: Thresholds shall be clean and free of dirt and trash/debris.

- 8. Marble Walls and Stone Wainscoting: Surfaces shall be clean and free of smudges, dust and removable soil substances.
- E. Stairways:
- 1. Standings and Treads: Landing and tread surfaces shall be free of dirt, dust and other foreign substances and shall present an overall appearance of cleanliness.
- 2. Dusting: Railings, ledges, grilles, fire apparatus and doors shall be free of dust and foreign substances.
- 3. Glass: Glass surfaces shall be clean and free of dust, smudges, spots, or soil substances.
- 4. Metal Surfaces: Metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster.
- 5. Wood Surfaces: Wood surfaces shall be free of dirt, dust or streaks.
- F. Loading Area: (Includes platforms and docks). Entire loading areas shall be clean and free of trash, debris and foreign matter. Area shall be free of grease, tar, oil spots etc., and present an overall appearance of cleanliness.
- G. Garages, Ramps and Driveways: Areas shall be free of trash and other discarded materials. Grease, tar and oil shall note be allowed to permeate concrete surfaces.
- H. Passenger Elevators:
- 1. Surfaces and Doors: All vertical and horizontal surfaces shall be clean and free of dirt, dust, smudges, soil substances or other foreign matter. All metal surfaces shall be free of smears, smudges or stains; they shall be clean and bright, and shall present a polished appearance or uniform luster.
- 2. Floor Track: Floor tracks shall be free of cigarette butts, matches, dirt or other foreign matter.
- 3. Carpet: Elevator carpets shall be free of dirt and other debris.
- 4. Floors: Floor surfaces shall be clean and free of debris or foreign matter. The finished area shall have a uniform luster without unsightly finish buildup.
- I. Freight Elevators:
- 1. Floors: Floor surfaces shall be clean and free of debris or foreign matter. The finished area shall have a uniform and clean appearance.
- J. Drinking Fountains: The fixture surfaces shall be clean and bright, free of dust, stains and streaks. Fountains shall be kept free of trash. ink, coffee grounds, etc., and nozzles free from encrustation. Metal surfaces shall have a polished lustrous appearance.
- K. Guard Booths: Reference Paragraph 2C, Room cleaning.
- L. Exterior Cleaning:
- 1. All areas shall be free of debris and trash and discarded materials. Waste receptacles shall be emptied and the contents removed to the designated areas.
- All Waste receptacles shall be kept clean.
- 2. Grounds and Sidewalks: Areas shall be free of paper, trash, bottles, cigarette buds, and other discarded materials.

- M. Public Telephones: All vertical and horizontal surfaces shall be clean and free of dirt. dust, smudges, or other soiling substances.
- N. Storage and Mechanical Space: Floors shall be clean and free of trash and foreign substances.
- O. Entrance and Elevator Rugs/Mats: Rugs/mats shall be clean and free of dirt, grime, stains and excessive buildup or crusted material.
- P. Windows and Glass: Glass shall be cleaned 5~ both sides of all exterior windows encompassing spandrel glass. glass over and in exterior and vestibule doors, and all plate glass around entrances, Lobbies and vestibules. Windows shall be free of dirt, grime, streaks and moisture and shall not be cloudy. Window sashes, sills, woodwork/metal work and other surroundings of interior glass shall be wiped free of drippings and other water marks. Interior glass shall be clean and free of dust, dirt and water spots.
- Q. Venetian Blinds: Both sides of Venetian blind slats shall be clean and free of dust, dirt and water spots.
- R. High Cleaning: All surfaces approximately 70 inches or more from the floor shall be clean and free of dirt, dust, foreign matter and soiling substances.
- S. Flooring: NC buildup of old finish or wax will be permitted to exist. Coated areas shall provide a uniform high luster. All surfaces shall be slip resistant.
- T. Floor Rugs/Mats: Rugs/mats shall be clean and free of dirt, grime, stains, and other foreign matter. Floor mats provided by the Contractor shall be placed in entrance ways and lobbies during inclement weather. Floor mats provided must be approved by the COTR.
- U. ADP Areas, Health Unit, Snack Bar and Vending Areas: GSA Standard room cleaning, reference Paragraph 2C.
- V. Locker/Shower Areas: GSA standards toilet rooms, reference Paragraph 2B.
- W. Schedule for Periodic Work. Within 10 days following the start date, the Contractor shall submit to the COTR for approval a schedule for accomplishing periodic work. The schedule will include specific areas and time frames when the work will be accomplished.
- X. A copy of the GSA PBS P 5810.2B Custodial Management Handbook will be made available for review upon request by interested offerors. This handbook serves merely as a reference tool. It is the responsibility of the Contractor to formulate an independent Custodial Management program for the facility.

Schedule for Periodic Work

Within 10 days following the start date, the Contractor shall submit to the COTR a schedule for accomplishing periodic work. The schedule will include specific areas and time frames when the work will be accomplished. Upon completion of periodic work, the contractor shall submit a GSA Form 64, Periodic Building Cleaning Work Assignment and Report, to the designated government representative.

Reduction of Space.

When blocks of space totaling 5,000 square feet or more are expected to remain unoccupied for 30 calendar days or longer, deductions will be made from the monthly payments due the Contractor. The

CO designated representative will notify the Contractor, or his representative, in writing, of the effective date the areas are to be dropped, and/or returned to the normal cleaning schedule at least three (3) full working days in advance of these dates.

The period for deducting for unoccupied space will begin on the effective date as stipulated in writing by the COTR, and will continue until the effective date in which the cleaning is resumed. The 5,000 square feet may be made up of small blocks of space. Subsequent blocks of space under 5,000 square feet may be added after the initial 5,000 square feet threshold is met.

DEDUCTIONS FOR SPACE REDUCTIONS SHALL BE COMPUTED AS FOLLOWS:

- A. General office space and if applicable, executive space:
- 1. The total number of square feet unoccupied shall be divided by two-thousand five-hundred (2,500) to reflect the approximate number of hours in which the cleaning effort will be reduced. (Two-thousand Five hundred (2,500) represents the approximate number of square feet and employee can accomplish in a period of one (1) hour).
- 2. The total number of hours a determined under Paragraph Al shall be multiplied by the minimum hourly wage rate for janitors as established by the U.S. Department of Labor, Wage and Hour Division, (Section J). This will determine the deduction rate per day.

NOTE: In the event a wage determination has not been issued by the U.S. Department of Labor, the Federal Minimum Wage established by Section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C. Sec. 201-219 shall apply.

- 3. The deduction rate per day as established under Paragraph (2) shall be multiplied by the number of workdays the space was not occupied. THIS WILL DETERMINE THE TOTAL DOLLAR DEDUCTION TO BE TAKEN.
- 4. In the event an entire floor, wing, or any other area not specifically addressed above becomes unoccupied, the CO will negotiate a modification to the contract to reflect the decreased price.
- B. Pest Control Standards.

The Pest Control Program shall be at scheduled intervals to provide adequate and acceptable levels of insect, rodent, birds and other pest population suppression. The Contractor is not responsible for pests indigenous to plants shall be covered under the horticultural maintenance requirements. The Contractor shall perform an initial inspection and/or treatment within the first 15 calendar days of the contract. The Contractor shall submit a copy of the inspection report to the COTR along with a schedule for follow-up inspection and/or treatment within 30 calendar days of the initial inspection and/or treatment. All complaints falling outside of the scheduled intervals shall have a 24 hour response time.

All work performed and all pesticides, devices, bait boxes, etc., used shall comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7, U.S.C. 136 et. seq.) as amended by the Federal Environmental Pesticide Control Act of 1972, Public Law 92-516 (86 Stat. 973), and the regulations issued thereunder, as well as all state and local regulations.

If requested by the CO or COTR, treatment shall be scheduled only when the premises are vacated. Programs for control shall not adversely affect tenant productivity.

C. Safety Precautions. In order to safeguard both life and property, the Contractor will adhere to the following:

- 1. Prior to use, a list of all pesticides to be used shall be submitted to the COTR
- 2. All containers holding pesticides shall be properly labeled with the name and strength of the chemical agent therein.
- 3. If combustible materials are to be stored on the premises they must be labeled with the fire hazard potential of the materials and stored in locked metal cabinets.
- D. Snow Removal Standards.
- 1. Snow and ice shall be removed from all entrances, steps, landings, sidewalks, pedestrian walkways or plazas vehicular courts, parking areas and approaches before the facility occupants report for work and on a continuous basis thereafter. The snow must be removed from the facility if the accumulation exceeds that which can be pushed off the roads and parking areas without blocking traffic, parking spaces or sidewalks.
- 2. All areas shall be free of snow and ice accumulations and all hazardous conditions due to the weather shall be eliminated.

Note: Precautions should be taken when working on special surfaces, other than concrete and asphalt surfaces, around this facility to minimize the possibility of damage to the surfaces. Precaution also should be taken to prevent damage to the landscape, shrubs and trees.

ATTACHMENT 8

ARCHITECTURAL/STRUCTURAL AND SUSTAINING MAINTENANCE/REPAIRS

- 1. Performance Standards.
- A. The level of maintenance/repairs shall assure that the property is free of missing components or defects which affect the safety, appearance, or intended use of the facility or would prevent electrical, mechanical, plumbing, or structural system from functioning in accordance with the design intent. Corrected or repaired work shall be carried to completion, including touch-up painting and/or operational checks. The quality of the work and the repaired areas shall be fully compatible with adjacent surfaces or equipment. All replacements shall match existing dimensions, materials, quality of work, finish, color, and design. During and at completion of work, debris shall not be allowed to spread into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, and other unsightly marks shall be removed. Wherever the term "appearance" is used in this or subsequent clauses, it shall be construed to mean an appearance similar to the original finished appearance with only minor, unobjectionable deterioration resulting from normal use.
- B. The Contractor shall be responsible for accomplishing all architectural/structural and sustaining maintenance/repairs where the cost of labor, equipment and materials is expected to be \$1,000 or less. This dollar threshold applies to each individual maintenance/repair job that may be required. The Contractor shall accomplish such maintenance/repairs within 7 calendar days. The Contractor shall notify the COTR 24 hours in advance of any work that is to be performed that would be disruptive to facility occupants or interfere with normal facility operations.
- C. Any architectural/structural and sustaining maintenance /repairs estimated to cost over \$1,000 but less than \$25,000 are considered to be within the scope of this contract and shall be immediately reported to the COTR. The cost of each repair in this category will be negotiated between the government and the contractor. The Contractor shall be responsible for the first \$1,000 of any architectural /structural and sustaining maintenance/repairs costs.
- D. The Contractor shall not be required to perform any architectural/structural and/or sustaining maintenance/repairs where the cost is expected to exceed \$25,000. This dollar threshold applies to each individual maintenance/repair that may be required.
- E. The Contractor shall furnish locksmith services for repair of defective lock-sets and opening of doors, cabinets, and safes in the event of lost keys. The Contractor shall maintain an up-to-date inventory of the lock system. Inventory shall be available for Government inspection at any time. If the Contractor loses any keys, the Contractor is responsible for changing out or retumbling all affected locks and must provide the appropriate keys at the Contractor's expense. In the event a master key in the Contractor's possession is lost or duplicated, all locks and keys for that system will be replaced or maintained so as to be free of all defects and operate in a satisfactory manner. All new locks shall fit existing master key systems and be keyed to fit existing keys for the locks being replaced.
- F. The Contractor shall perform touch-up painting to the interior and exterior of the facility as required in the accomplishment of maintenance and repair work. Interior and exterior painting scheduled on a periodic basis and funded by GSA is not a part of this contract.

- G. The Contractor shall maintain in a safe and usable condition power doors such as garage and loading area doors, revolving doors, sliding or swinging doors.
- H. The Contractor shall be responsible for furnishing and installing office identification cards and holders and changing facility directory boards. Office identification cards and holders shall be compatible with existing facility signage in order to provide an uniform appearance throughout the facility. Additional lettering for facility directories shall be furnished by the Contractor and shall be compatible with existing lettering.
- 2. Facility Architectural and Structural Known Deficiency.
- A. The following listing of known facility architectural and structural deficiencies has been compiled for offer purposes.

Deficiency Location Price

NO KNOWN DEFICIENCIES

ATTACHMENT 9

JANITORIAL/PEST CONTROL/SNOW REMOVAL

1. Performance Standards.

The Contractor shall develop and implement a Janitorial/Pest Control/Snow Removal program. Schedules and periodic work schedules shall be formulated in accordance with the cleaning services standards described below. The facility areas to be serviced are as described in the Facility Information Sheet (FIS).

Cleaning Services Standards.

- A. The work described herein shall be performed within the following specified time periods:
 - 1. On normal workdays, all cleaning of occupied space, shall be performed during the hours 5 p.m. to 10 p.m., with the exception of the areas listed below in 2(A-T).
 - 2. On a normal workdays, during official working hours, the following areas shall be thoroughly cleaned, including but not limited to, all dusting cubicles tops and work surfaces, vacuuming and emptying trash:
 - a. Liberty Cafe vacuum, sweep and shampoo carpet and mop floor
 - b. Permits Room Rm. 131, 130, 120, 130A, 130B
 - c. Building Manager's Office Rm. 118 & Mailroom 119
 - d. Health Unit Rm. 100 and Rm. 101
 - e. Lobbies Main, West & South Police exteriors of entries, Main, West and South
 - f. Spot clean Rest Rooms stock with paper products and soap Police daily
 - g. All locked offices
 - h. Computer Room 246, Rm. 219, Rm. 222b, Rm. 227, Rm. 242, Rm. 222, Rm. 202 & Rm. 220
 - i. LAN Admin. Office Rm. 354
 - j. AC Regional Operations Rm. 342, Director of Integrity Div. Rm. 337
 - k. Risk Assessment & Monitoring Rm. 417
 - 1. Computer Room 426
 - m. Director, Acquisitions Management Div. Rm. 428A, Conference Rm. 429, Rms. 428, 459, 453, 449, 446, 441, 436
 - n. I.L.C. Library Rm. 433
 - o. Director Risk & Monitoring Rm. 500, Rms. 536 530, 555 & 526
 - p. With a damp cloth, periodically clean tops of recycle containers (cans and bottles)
 - q. Be on call for emergencies
 - r. Police/spot clean/trash removal, main entrance (inside/outside), grounds sidewalk

- s. Police/sport clean/trash removal snack bar and vending areas
- t. Assist mechanics in emergencies and/or snow removal
- u. Outside areas may be performed at any time.
- B. Toilet Rooms: (Including private toilet rooms, where applicable.)
 - 1. Floors: The floors including corners and baseboards shall be clean and dry, and present an overall appearance of cleanliness.
 - 2. Fixtures: Fixtures shall be clean and bright with no obvious dust, stains, rust, green mold or encrustation.
 - 3. Servicing: All supply dispensers shall be maintained to meet the needs of the occupants. Waste receptacles and sanitary dispensers shall be emptied and disinfected with new bags inserted at least once daily.
 - 4. Damp Clean the Sanitary containers with a disinfectant in all Ladies toilet rooms.
- **2. Dusting:** There shall be no obvious signs of dust on any surfaces.
- **Policing:** Toilet rooms shall be maintained free of discarded materials and trash/debris. The supply dispensers will be refilled to meet demands of the occupants and present an overall clean appearance.
- **4.** <u>Mirrors:</u> Mirrors shall be clean and free of obvious spots, streaks or soil substances.
- **Walls etc.:** Obvious signs of water stains, soil substances, dust, or smudges shall be removed from all surfaces including partitions and stalls.
- C. <u>Room Cleaning:</u> (Includes all office areas, executive space, guards office, libraries, file rooms, health unit, ADP space, conference rooms, smoking areas, kitchen and vending areas as well as other space being utilized by the occupants.)
 - 1. <u>Trash/Debris Collection:</u> All trash/debris generated in the facility shall be collected and removed to the designated areas as specified by the COTR.
 - 2. <u>Basins</u>: Fixtures shall be clean and bright, there shall be no obvious dust, stains, or encrustation.
 - 3. <u>Mirrors/Interior Glass:</u> Mirrors shall be clean and free of obvious spots, streaks, soil substances, dust or smudges.
 - 4. <u>Dusting:</u> All horizontal, vertical, and under surfaces shall be free of obvious dust, smudges or spots and the corners, crevices, moldings and ledges shall be free of obvious dust. Table tops in conference rooms will be free of dust and polished with furniture polish when needed.

Note: In dusting of horizontal surfaces, papers shall not be disturbed. However, desk type items shall be raised to remove obvious dust or debris.

- 5. <u>Vacuuming:</u> Carpeted surfaces shall be maintained free of dirt, dust and other debris.
- 6. <u>Floors:</u> Floor surfaces shall be maintained, clean and free of trash/debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under

furniture. The finished area shall have a uniform luster without unsightly finish buildup. All surfaces shall be slip resistant.

Note: The manufacturer's guidelines for cleaning and maintaining laminated floor tiles will be available for review upon request from interested offerors.

7. <u>Spot Cleaning of Carpets:</u> All spillages, dirt accumulation or crusted material shall be removed along with spots, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent areas of the carpet.

Note: The manufacturer's guidelines for cleaning and maintaining carpeted floor tiles will be available for review upon request by interested offerors.

- 8. <u>Walls:</u> Spots, smudges or other foreign markings shall have been removed without causing unsightly discoloration to the wall surfaces.
- 9. Services to be Performed Frequently to Maintain Quality Standards:
 - a. <u>Wastebaskets:</u> Wastebaskets shall be maintained free of trash/debris and residue, washed and cleaned periodically. All plastic bottle and can recycle containers shall be washed and cleaned periodically.
 - b. <u>Wood Paneling</u>: Paneling shall be free of dirt, dust or streaks.
- 10. <u>Paper Recycling:</u> The Contractor shall remove "Recycle Paper" from the designated pick-up point in the 2nd floor Computer Room to a designated area in the basement. This recyclable paper will then be removed from the premises by the Government's Recycle Paper Contractor.

D. Entrances, Lobbies and Corridors:

- 1. Floors: Floor surfaces shall be maintained, clean and free of trash/debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. The finished area shall have a uniform high luster without unsightly finish buildup. All surfaces shall be slip resistant.
- 2. Vacuuming: Carpeted surfaces shall be free of obvious dirt, dust and other trash/debris.
- 3. Metal: Metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster.
- 4. Wood: Wood surfaces shall be free of dirt, dust or streaks and present a polished finish.
- 5. Dusting: All horizontal, vertical and under surfaces shall be free of obvious dust, smudges or spots.
- 6. Glass: Glass surfaces shall be clean and free of dust, smudges, spots or soil substances.
- 7. Thresholds: Thresholds shall be clean and free of dirt and trash/debris.
- 8. Marble Walls and Stone Wainscoting: Surfaces shall be clean and free of smudges, dust and removable soil substances.

E. Stairways:

- 1. Standings and Treads: Landing and tread surfaces shall be free of dirt, dust and other foreign substances and shall present an overall appearance of cleanliness.
- 2. Dusting: Railings, ledges, grilles, fire apparatus and doors shall be free of dust and foreign substances.
- 3. Glass: Glass surfaces shall be clean and free of dust, smudges, spots, or soil substances.
- 4. Metal Surfaces: Metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster.
- 5. Wood Surfaces: Wood surfaces shall be free of dirt, dust or streaks.
- F. Loading Area: (Includes platforms and docks). Entire loading areas shall be clean and free of trash, debris and foreign matter. Area shall be free of grease, tar, oil spots etc., and present an overall appearance of cleanliness.
- G. Garages, Ramps and Driveways: Areas shall be free of trash and other discarded materials. Grease, tar and oil shall not be allowed to permeate concrete surfaces.
- H. Passenger Elevators:
 - 1. Surfaces and Doors: All vertical and horizontal surfaces shall be clean and free of dirt, dust, smudges, soi I substances or other foreign matter. All metal surfaces shall be free of smears, smudges or stains; they shall be clean and bright, and shall present a polished appearance or uniform luster.
 - 2. Floor Track: Floor tracks shall be free of cigarette butts, matches, dirt or other foreign matter.
 - 3. Carpet: Elevator carpets shall be free of dirt and other debris.
 - 4. Floors: Floor surfaces shall be clean and free of debris or foreign matter. The finished area shall have a uniform luster without unsightly finish buildup.
- I. Freight Elevators:
 - 1. Floors: Floor surfaces shall be clean and free of debris or foreign matter. The finished area shall have a uniform and clean appearance.
- K. Drinking Fountains: The fixture surfaces shall be clean and bright, free of dust, stains and s treaks. Fountains shall be kept free of trash. ink, coffee grounds, etc., and nozzles free from encrustation. Metal surfaces shall have a polished lustrous appearance.
- L. Guard Booths: Reference Paragraph 2C, Room cleaning.
- M. Exterior Cleaning:
 - 1. All areas shall be free of debris and trash and discarded materials. Waste receptacles shall be emptied and the contents removed to the designated areas. All Waste receptacles shall be kept clean.
 - 2. Grounds and Sidewalks: Areas shall be free of paper, trash, bottles, cigarette buds, and other discarded materials.

- N. Public Telephones: All vertical and horizontal surfaces shall be clean and free of dirt. dust, smudges, or other soiling substances.
- O. Storage and Mechanical Space: Floors shall be clean and free of trash and foreign substances.
- P. Entrance and Elevator Rugs/Mats: Rugs/mats shall be maintained clean and free of dirt, grime, stains and excessive buildup or crusted material.
- Q. Windows and Glass: Glass shall be cleaned 5~ both sides of all exterior windows encompassing spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies and vestibules. Windows shall be free of dirt, grime, streaks and moisture and shall not be cloudy. Window sashes, sills, woodwork/metal work and other surroundings of interior glass shall be wiped free of drippings and other water marks. Interior glass shall be clean and free of dust, dirt and water spots.
- R. Venetian Blinds: Both sides of Venetian blind slats shall be clean and free of dust, dirt and water spots.
- S. High Cleaning: All surfaces approximately 70 inches or more from the floor shall be maintained clean and free of dirt, dust, foreign matter and soiling substances.
- T. Flooring: NC buildup of old finish or wax shall be permitted to exist. Coated areas shall provide a uniform high luster. All surfaces shall be slip resistant.
- U. Floor Rugs/Mats: Rugs/mats shall be clean and free of dirt, grime, stains, and other foreign matter. Floor mats provided by the Contractor shall be placed in entrance ways and lobbies during inclement weather. Floor mats provided must be approved by the COTR.
- V. ADP Areas, Health Unit, Snack Bar and Vending Areas: GSA Standard room cleaning, reference Paragraph 2C.
- W. Locker/Shower Areas: GSA standards toilet rooms, reference Paragraph 2B.
- X. Schedule for Periodic Work. Within 10 days following the start date, the Contractor shall submit to the COTR for approval a schedule for accomplishing periodic work. The schedule will include specific areas and time frames when the work will be accomplished.
- Y. A copy of the GSA PBS P 5810.2B Custodial Management Handbook will be made available for review upon request by interested offerors. This handbook serves merely as a reference tool. It is the responsibility of the Contractor to formulate an independent Custodial Management program for the facility.

Schedule for Periodic Work

Within 10 days following the start date, the Contractor shall submit to the COTR a schedule for accomplishing periodic work. The schedule will include specific areas and time frames when the work will be accomplished. Upon completion of periodic work, the contractor shall submit a GSA Form 64, Periodic Building Cleaning Work Assignment and Report, to the designated government representative.

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CO designated representative will notify the Contractor, or his representative, in writing, of the effective date the areas are to be dropped, and/or returned to the normal cleaning schedule at least three (3) full working days in advance of these dates.

The period for deducting for unoccupied space will begin on the effective date as stipulated in writing by the COTR, and will continue until the effective date in which the cleaning is resumed. The 5,000 square feet may be made up of small blocks of space. Subsequent blocks of space under 5,000 square feet may be added after the initial 5,000 square feet threshold is met.

DEDUCTIONS FOR SPACE REDUCTIONS SHALL BE COMPUTED AS FOLLOWS:

- A. General office space and if applicable, executive space:
- 1. The total number of square feet unoccupied shall be divided by two-thousand five-hundred (2,500) to reflect the approximate number of hours in which the cleaning effort will be reduced. (Two-thousand Five hundred (2,500) represents the approximate number of square feet and employee can accomplish in a period of one (1) hour).
- 2. The total number of hours a determined under Paragraph Al shall be multiplied by the minimum hourly wage rate for janitors as established by the U.S. Department of Labor, Wage and Hour Division, (Section J). This will determine the deduction rate per day.

NOTE: In the event a wage determination has not been issued by the U.S. Department of Labor, the Federal Minimum Wage established by Section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C. Sec. 201-219 shall apply.

- 3. The deduction rate per day as established under Paragraph (2) shall be multiplied by the number of workdays the space was not occupied. THIS WILL DETERMINE THE TOTAL DOLLAR DEDUCTION TO BE TAKEN.
- B. In the event an entire floor, wing, or any other area not specifically addressed above becomes unoccupied, the CO will negotiate a modification to the contract to reflect the decreased price.

6. Pest Control Standards.

The Pest Control Program shall be at scheduled intervals to provide adequate and acceptable levels of insect, rodent, birds and other pest population suppression. The Contractor is not responsible for pests indigenous to plants shall be covered under the horticultural maintenance requirements. The Contractor shall perform an initial inspection and/or treatment within the first 15 calendar days of the contract. The Contractor shall submit a copy of the inspection report to the COTR along with a schedule for follow-up inspection and/or treatment within 30 calendar days of the initial inspection and/or treatment. All complaints falling outside of the scheduled intervals shall have a 24 hour response time.

All work performed and all pesticides, devices, bait boxes, etc., used shall comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7, U.S.C. 136 et. seq.) as amended by the Federal Environmental Pesticide Control Act of 1972, Public Law 92-516 (86 Stat. 973), and the regulations issued thereunder, as well as all state and local regulations.

If requested by the CO or COTR, treatment shall be scheduled only when the premises are vacated. Programs for control shall not adversely affect tenant productivity.

A. Safety Precautions. In order to safeguard both life and property, the Contractor will adhere to the following:

- 1. Prior to use, a list of all pesticides to be used shall be submitted to the COTR
- 2. All containers holding pesticides shall be properly labeled with the name and strength of the chemical agent therein.
- 3. If combustible materials are to be stored on the premises they must be labeled with the fire hazard potential of the materials and stored in locked metal cabinets.

7. Snow Removal Standards.

- A. Snow and ice shall be removed from all entrances, steps, landings, sidewalks, pedestrian walkways or plazas vehicular courts, parking areas and approaches before the facility occupants report for work and on a continuous basis thereafter. The snow must be removed from the facility if the accumulation exceeds that which can be pushed off the roads and parking areas without blocking traffic, parking spaces or sidewalks.
- B. All areas shall be free of snow and ice accumulations and all hazardous conditions due to the weather shall be eliminated.

Note: Precautions should be taken when working on special surfaces, other than concrete and asphalt surfaces, around this facility to minimize the possibility of damage to the surfaces. Precaution also should be taken to prevent damage to the landscape, shrubs and trees.

ATTACHMENT 10

TRASH/DEBRIS REMOVAL/DISPOSAL

1. Performance Standards.

- A. All trash/incidental debris shall be removed from the facility. Overflow of all trash f from the containers shall be picked up from the floor of the area used to collect the t rash.
- B. Location: Trash/debris shall be stored in an area designated by the COTR.
- C. Pickup Schedule: Monday through Friday, excluding Federal Holidays, (Schedule to be submitted to COTR for approval).
- D. Container Requirements. The Contractor shall furnish a minimum of 4 fireproof containers. All containers shall be subject to approval by the CO or his representative.
 - Trash/Debris containers shall be at least 22" wide X 48" long x 32" deep, with a capacity of at least ½ cubic yard. The container shall be the basic utility cart type with handles.
- E. Container Maintenance. The Contractor shall perform maintenance on all containers as needed to include washing and deodorizing.
- F. Loose Waste. The Contractor shall be required to clean up and remove all spillage and/or littering.
- G. Disposal Facility.
 - 1. The Contractor shall be responsible for all dumping and disposal fees. Selection of a certified disposal facility shall be the responsibility of the Contractor.
 - 2. It is the desire of the Government that all wastes collected as a requirement of this contract shall be removed from the premises and transported to a processing facility for the purpose of manufacturing or recycling to the extent available. Waste not transported to a facility for manufacture or recycling shall be disposed of only through a waste disposal facility that has been certified by the appropriate State Agency for waste management, or by the Environmental Protection Agency.

ATTACHMENT 11

REIMBURSABLE WORK/FACILITY ALTERATIONS UNIT PRICE AGREEMENT

- 1. Reimbursable Work: Government Tenants.
 - A. Reimbursable work is a request from the CO and the COTR, or authorized Government tenants for space alterations, janitorial services, mechanical services or equipment installations or other changes that are not required under other sections or exhibits of this contract.
- 2. Government/Contractor Obligations.
 - A. If the Government and Contractor cannot mutually agree on prices for various services, the Government reserves the right to perform, or have performed by others, any services within the scope of work required by this exhibit. Doing so shall not breach or therwise violate the contract.
 - B. The Contractor shall perform all work and provide all services which fall within the parameters herein. The Contractor is required to secure all permits as necessary.
- 3. Work Orders.
 - A. Work Orders (FMS Form 3-90) for reimbursable work will be issued by the Contract Administrator at the beginning of each applicable fiscal year, providing funds up to a not to exceed a total of \$100,000 per order.
 - The GSA Form 300 or other approved delivery order documents shall give the exact location and scope of work, including room numbers, where applicable, and shall include the applicable unit prices or negotiated price, or hourly rate services.
 - B. Under this Work Order, the COTR or Contracting officer will submit individual requests for proposal (s) to the contractor for work to be performed. The request will include the scope of work, exact location(s) applicable, performance time required, a list of subcontractors to be used, and a due date for the proposal(s).
 - The estimated total of the work to be performed under this section is \$100,000 per year. The total value of orders placed shall not exceed the amount indicated on the work order. The guaranteed minimum shall be \$1,000.
 - The Contractor will not be required to perform work where the value of the work required in the work order is less than \$50.
 - C. The proposal(s) will be either accepted or rejected by the Contracting Officer or COTR, based on compliance with the Statement of Work, pricing, starting and completion dates for the work proposed. Each work order issued shall not exceed \$2500.00.

- D. Requests for proposal(s) may be hand carried to the Contractor's Project Manager. the Project Manager may hand deliver the proposal to the addressee as specified in the request for work order proposal.
 - The order shall specify the starting and completion dates for the work. Time of receipt should be established by either hand carrying of the work order to the Contractor, or by sending it to the Contractor by certified mail, return receipt requested.
- E. No reimbursable work shall be performed until receipt of a work order. Any work performed by the Contractor prior to receipt of the work order shall be at his own risk. In the event, the Contractor and the ordering official are unable to arrive at a mutual agreement of the quantities and time for completion under a work order, the CO may unilaterally order the Contractor to perform the work specified in the work order and the dispute will be resolved under the "Disputes" clause of the contract.
- F. Upon receipt and acceptance of the work order, the Contractor shall submit to the ordering official, a list of any subcontractors to be used for the work to be done, unless it is for additional services to be provided by an existing on-site subcontractor.
- G. The ordering official and the Contractor's representative shall reconcile any variances in services ordered versus services delivered as shown on the work order and the inspection report. This should be done by the issuance of an amendment to the work order; however, if the variances does not exceed 10 percent, it may be reconciled by manually modifying the order. The modified order shall be signed by the ordering official and the Contractor's representative and copies sent to the CO, the COTR, and others on the order distribution list. If any variances do not fall within the ordering official's designated authority, the matter will be referred to the COTR or CO, as applicable.
- H. The Contractor shall ensure that the amounts of all delivery orders against the contract are recorded. The Contractor shall use GSA Form 72, or other approved form, to document the monthly summary of orders placed against the contract.
- 4. Delivery Orders for Facility Alterations.

NOTE: The delivey orders specified in paragraph 4 must be issued by the contracting officer unless they are actually work orders as described in paragraph 3.

- A. The Contractor shall be responsible for accomplishing such work as covered by this contract. The project manager will ensure that work is compatible with, and will not adversely affect, facility structures, electronic security alarm systems, fire and safety systems, mechanical/electrical systems, or historically preserved facility features. The work will also conform to GSA standards for safety, space utilization, security, fire protection, and handicapped access.
- B. A order for facility alterations shall specify that the work is to be performed during normal working hours or during other than normal working hours, as applicable. If work is to be performed during non-working hours, the Contractor and the ordering official or Contract Administrator will negotiate the additional costs, if applicable. The order shall also specify that if the Government permits the Contractor to work during normal hours, and the Contractor elects to perform the work (or portions thereof)

during other than normal working hours, with approval of the Government, payment will be made at the price provided for the work permitted during normal working hours.

C. The following is a range of order amounts and expected times for completion.

RANGE OF EXPECTED TIME

ORDER AMOUNTS FOR

COMPLETION

\$1,000 and under 1 month

1,001 to \$5,000 2 months

5,001 to 10,000 3 months

10,001 to 25,000 4 months

over 25,000 Time will be negotiated

- D. The completion times listed above are typical for work of the magnitude indicated. The completion times are open to negotiation where circumstances very, and shall be modified in individual cases by the ordering official or the COTR when the tabulated completion time is not adequate. If the ordering official and the Contractor cannot agree on time of completion for any order, the matter shall be resolved by the CO. The completion time shall be stipulated on each order.
- E. Drawings or rough sketches shall be developed by the Contractor as necessary to identify the location and extent of the work. The Contractor shall submit 2 copies of "as built" alteration drawings to the COTR upon completion of all work; one copy should be reproducible.
- F. The COTR may conduct preliminary negotiations for extra work (nonscheduled items) to be performed by the Contractor under an order against this contract, when this authority is delegated by the CO. The items must be related to the schedule items in a work order, shall be listed on the order (identified as nonscheduled items), and the order shall be forwarded to the CO for signature. The CO shall review the orders and determine whether the negotiated prices are fair and reasonable, whether the use of the unit price agreement contract is appropriate, and the appropriateness of adding nonscheduled as new line items to the contract for future procurement.

The CO may delegate to individual COTR(s) the authority to negotiate and include nonscheduled items in a delivery order up to 10 percent of the value of any delivery order which the COTR may issue without the approval of higher authority provided that the total amount including any amendments does not exceed \$25,000.

The contractor shall not initiate such work until the receipt of a GSA Form 300 or other approved purchasing document. The Government shall not be obligated to award work not covered by the unit price agreement to the Contractor.

The price negotiated for the nonscheduled items shall apply only to the single delivery order. An annotation shall be made in bold capital letters at the top of the CO's copy to notify him/her of the nonscheduled items. Unless it is likely that a nonscheduled item will apply only to a specific delivery order, the CO should negotiate unit price for the item and incorporate it into the contract modification as a new line item.

5. Delivery Orders.

A. Authorized officials may be designated by the CO to place orders for space alterations against the contract unit price agreement or contract directly for space alterations up to a maximum of \$25,000 per order per FPMR Temp. Reg. D-72, 41 CFR Part 101-20

6. Invoices for Orders.

- A. The Contractor will bill the ordering agency in accordance with billing instructions furnished on the ordering agency's delivery order. The ordering agencies shall be responsible for timely payment and for resolving any billing problems in regard to orders they place.
- B. The ordering agency shall be responsible for the inspection and acceptance of the completed work or other provided services under each order to ensure the work meets all requirements of the contract.

7. Standard Methods of Measurements.

Standard methods of measurements for reimbursable work are listed. All persons ordering, inspecting, or accepting work under this contract must use the standard methods of measurement stated below to interpret and measure work quantities, with this exception: When units other than those designated below are considered to be more appropriate for the circumstances of a particular project (such as units more commonly used in the trade), other units maybe used. Measurement of items shall be listed in the unit price agreement. Recognized standards and/or methods of measurement used by the appropriate industry shall apply in all other instances.

- A. Painting. The term "painting" includes the application of stains and varnishes. Work must be performed based on unit price per square or lineal foot of surface or per item (door, window, etc.). The unit prices for painting include normal surface preparation, such as removing peeling or loose paint; sanding, cleaning and dusting, removal of t tape, paper, etc.; and filling of nail holes, chips, dents, and hairline cracks less than a specified width (for example, one-sixteenth of an inch or less in width). Patching beyond the width specified will be deemed repairs. Measurements are to be made to the nearest linear foot.
- B. <u>Ceiling.</u> The area of ceiling surfaces to be painted is the overall length multiplied by the width of the ceiling rounded off to the nearest square foot. Sides of beams or recesses in the ceiling 6 inches or more in depth to be painted with the ceiling are computed to obtain total square

footage for which payment is to be made. Additional square footage is not calculated for painting sides of beams or recesses in a ceiling that are less than 6 inches in depth. A deduction is not to be made for the cross-sectional area of columns that intersect the ceiling, or for the surface area of recess or surface-mounted light fixtures. Exposed ductwork, piping, conduit, etc., 6 inches or less in diameter or depth—and touching the ceiling is considered part of the ceiling, and the price for painting the ceiling includes painting this work at no added cost. (See paragraph 7J), below, for painting of exposed ductwork, piping, and conduit larger than 6 inches.)

- C. Walls or Partitions. The area of wall or partition surfaces to be painted is the overall length multiplied by the height of the wall, and is rounded off to the nearest square foot. The additional area of columns or recesses that are 6 inches or more in depth and that are integral to the wall is computed and included in the total square footage of surface to be painted.
 - 1. Square footage is not added for painting aides of columns or recesses that are less than 6 inches in depth. If the wall contains base or cove moldings that are to receive the same color and type of paint as the wall, the unit price for painting the wall includes the painting of these items. Exposed ductwork, piping, conduit, etc., 6 inches or less in diameter or depth and touching the wall is considered part of the wall, and the price for painting the wall includes painting this work at no added cost. (See paragraph 7,J)

below, for painting or ductwork, piping, and conduit larger than 6 inches.) In addition to calculating the entire surface area, interior surfaces higher than the height specified in line item P 9, are similarly measured and calculated, and the Contractor is paid both the unit price per square foot for the entire area plus the premium unit price per square foot for the calculated area that is higher than the specified height.

- 2. Wall areas exclude the following items, the areas of which are calculated as stated and subtracted, when indicated, from the gross area of the wall:
 - a. <u>Base or cove molding.</u> Length multiplied by the width, rounded off to the nearest square foot. Except where special treatment is required, the area of base or cove moldin g that is to receive the same finish as adjacent walls is not subtracted but is included as part of the wall surface to be painted; the unit prices established for the walls applies. (See paragraph 7C above.)
 - b. <u>Windows.</u> Width of windows including trim, multiplied by height of window unit, including trim, rounded off to the nearest square foot. Windows within

- a given wall are not subtracted unless they measure more than 20 percent of the wall surface (see paragraph 7(F) below).
- c. <u>Doors.</u> Width of door, including trim, times the height of the door, including trim and transom, rounded off to the nearest square foot. A door, frame, and t ransom assembly is not subtracted unless it exceeds 24 square feet (see paragraph 7 (E) below).
- d. <u>Free-Standing Columns.</u> Free-standing column surfaces to be painted are the product of the perimeter and the height of the column, rounded off to the nearest square foot. For standard columns, column unit prices may be used. Exposed piping, conduit, ductwork, etc., 6 inches or less in diameter or depth that touch the column are considered part of it, and the price for painting the column includes the painting of this work at no added cost. Base and cove molding are treated the same as walls. (see paragraph 7,C, above). If possible, unit prices should be established for columns.
- e. <u>Doors.</u> Unit prices for each type of door contemplated to be finished should be established. In the absence of such a unit price, a unit price per square foot of door surface, including trim and transom, is to be established. The area of glass or other openings not being painted is not subtracted from the gross door area. The area is the width multiplied by the height (each rounded off to the nearest one-half foot) of the door, and is rounded off to the nearest square foot for each side. To compensate for added work where louvers (but not perforated grilles) must be painted, the overall door area (including the l louvers) is increased by the gross area of the louvers (length times width).
- f. <u>Windows.</u> A unit price per window for each type of window to be finished should be established. In the absence of such a unit price, a unit price is to be established per square foot of gross window area. The area is computed by multiplying the width by the height of the window and trim and rounding the result off to the nearest square.
- g. Miscellaneous Trim, Base, Cove Molding, and Stair Risers. The surface area of moldings, miscellaneous trim, and stair risers to be painted or refinished are the width multiplied by the length, rounded off to the nearest square foot.
- h. <u>Shelves, Cabinets, Etc.</u> The areas of shelves, cabinets, etc., to be painted or refinished are computed by measuring the lengths and widths of all surfaces and obtaining the area of each shelving or cabinet unit, rounded off to the nearest square foot.
- i. <u>Ornamental Work.</u> Areas of ornamental work such as railings, grilles, etc., to be painted are the length multiplied by the height (or depth) rounded off to the nearest square foot. A deduction is not to be made for openings, offsets, etc., in ornamental work.
 - 1. <u>Radiators</u>. The area of radiators (but not radiator enclosures) is computed by multiplying by 3 the result of the length times the height

(each measured to the nearest one-half foot) rounded off to the nearest square foot.

- j. Ductwork, Conduit, and Piping in Office areas and Other Finished Space. The surface areas of ductwork, conduit, and piping that are not included as part of the painting of walls, ceilings, and columns described in paragraph 7B, C, and D, above, or that are to be painted with a color or finish different from the walls, ceilings, or columns, are computed and rounded off to the nearest square foot and paid for under a separate unit price for this work.
- k. <u>Floors.</u> The area of floor surfaces to be painted is the length multiplied by the width of the floor rounded off to the nearest square foot. A deduction is not to be made for the cross-section area of columns that intersect the floor surface.

8. Government-Furnished Equipment.

- a. The Contractor shall transport, with his own forces, all items described as "Government Furnished" on the delivery order or in the specifications that are required for each installation from either a storage area within each facility or if none is stored in the facility, then from a storage area within 25-mile radius of the work site. Transportation of Government furnished items from the storage area to the site or work beyond the 25-mile radius will be negotiated with each delivery order.
- b. The Contractor shall receive the items as delivered by the Government, uncrate, assemble, locate in place and install or connect ready for continuous operation. Assembly shall include such projecting parts and loose fittings as are usually shipped detached. Installation or connection shall be in accordance with the respective section of the specification which are involved and shall include the necessary fitting of adjacent work and any additional labor and material required.

9. Alterations (Non-Government Tenant).

The Contractor shall receive and promptly (within 4 hours) forward to the COTR all requests for alterations in non-Government space, (including assigned Contractor space). After written approval is received from the COTR, the contractor may proceed to accomplish requested alterations in his own or other non-Government space. Any and all arrangements for reimbursement for the work accomplished shall be made between the Contractor and the non-Government tenant. Alterations in non-Government space are not subject to the unit price agreement of this contract.

10. Alterations - Historic Facilities.

The Contractor will not be required to perform standard alterations in historically designated

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areas, both interior and exterior.

11. Environmental Protection.

A. Trash/debris resulting from construction operations shall be removed from the site, except where State or local requirements permit burning on the site. The Contractor shall provide the CO a copy of State and/or Local permit or license reflecting the State and Local approval.

B. Trucking.

- 1. All trucks leaving the site with earthen materials or loose debris shall be loaded in a manner that will prevent dropping of materials on streets and shall have s uitable tarpaulins fastened over the load before they enter surrounding paved streets. Trucks bringing earthen materials over paved streets to the site shall be similarly loaded and covered.
- 2. At all points where trucks will leave the site and enter surrounding paved streets, the Contractor shall maintain a suitable truck wheel washing installation and crew to prevent any mud from being carried onto such adjacent paved streets. All trucks, or other vehicle leaving the site at any time shall be hosed and washed clean of dust and dirt clinging to wheels and exterior body surfaces. Installation shall be provided with a concrete or macadam slab, arranged to assure adequate drainage to prevent pudding; wash down area shall be kept clean to further assure vehicular cleanliness.
- 3. The Contractor shall conform to all regulations regarding load limits.

C. Noise Control.

1. Equipment to be employed on this site shall not produce a noise level exceeding the following limits in Db(a) at a distance of 50 feet from the equipment under test.

Equipment	-Db (a)
Earthmoving	
front loader	79
backhoes	85
dozers	80
tractors	80
scrapers	88

SOLICITATION	N	DOCUMENT NO. FMHQ98R0010	DOCUMENT TITLE FACILITIES MGMT
	graders	85	
	trucks	91	
	pavers	89	
	Materials Handling		
	concrete pump	85	
	concrete mixer	82	
	crane	83	
	derrick	88	
	Stationery		
	pumps	76	
	generators	78	
	compressors	81	
	Impact		
	pile drivers	101	
	jack hammers	88	
	rock drills	98	
	pneumatic tools	86	
	other		
	saws	78	
	vibrators	76	
2	The Contractor shall	comply with all applicable	state and local laws, ordinance

- 2. The Contractor shall comply with all applicable state and local laws, ordinances, and regulations relative to noise control.
- 3. Stationary equipment may be provided with acoustical enclosure to provide the required sound attenuation subject to continued maintenance of such enclosures to assure that maximum sound levels specified are not exceeded.
- 4. Where field sound measurements reveal sound levels exceeding those listed above, Contractor shall cease operating such equipment and repair or replace it with equipment complying with these sound levels.

ATTACHMENT 12

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1

REGISTER OF/WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION WAGE AND HOUR
DIVISION WASHINGTON, D.C. 20210

Wage Determination No: 94-2103

William W. Gross Division of Revision No.: 14

Director Wage Determinations Date of Last Revision: 07/01/1997

State(s): Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY, PRINCE GEORGE'S, ST MARY'S. VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01070 Messenger (Courier)	\$ 9.67
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I-	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44

^{**} Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 2 OF 13

01261 Personnel Assistant	\$ 10.33
(Employment) I	
01262 Personnel Assistant	\$ 11.28
(Employment) II -	
- 01263 Personnel Assistant	\$ 13.00
(Employment) III	
01264 Personnel Assistant	\$ 15.50
(Employment) IV	
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87
01400 Supply Technician	\$16.86
01420 Survey Worker(Interviewer)	\$ 13.22
01460 Switchboard Operator-	\$ 10.28
Receptionist	
01510 Test Examiner	\$ 13.22
01520 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 7.98
01532 Travel Clerk II.	\$ 8.60
01533 Travel Clerk III	\$ 9.26
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95
AUTOMATIC DATA PROCESSING:	
	\$ 9.97
03010 Computer Data Librarian 03041 Computer Operator I	\$ 9.97 \$ 10.23
03041 Computer Operator II	\$ 10.23 \$ 12.06
03042 Computer Operator III	\$ 12.00 \$ 14.62
03044 Computer Operator IV	\$ 14.02 \$ 16.53
03044 Computer Operator V .	\$ 10.33 \$ 17.79
03043 Computer Operator V . 03071 Computer Programmer I 1/	\$ 17.79 \$ 14.46
050/1 Compact Hogrammer 1 1/	φ 1 4.4 0

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 3 OF 13

03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97
AUTOMOTIVE SERVICE:	
05005 Automobile Body Repairer, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39 -
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39
FOOD PREPARATION AND SERVICE:	
07010 Baker .	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 7.23
07100 Food Service Worker	\$ 7.23
(Cafeteria Worker)	
07130 Meat Cutter	\$ 11.47
07250 Waiter/Waitress	\$ 7.89
FURNITURE MAINTENANCE AND REPAIR:	
09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
WAGE DETERMINATION NO.: 94-2103 (REV. 14)	ISSUE DATE;07/01/97 PAGE 4 OF 13

DOCUMENT NO.	DOCUMENT TITLE
FMHQ98R0010	FACILITIES MGMT

\$ 6.44

\$ 10.48

\$ 21.55

SOLICITATION	DOCUMENT NO. FMHQ98R0010	DOCUMENT TITLE FACILITIES MGMT
09130 Upholsterer		\$ 17.44
GENERAL SERVICES	AND 8UPPORT:	
11030 Cleaner, Veh	nicles	\$ 7.23
060 Elevator Opera	ntor	\$ 7.23
11090 Gardener		\$ 10.06

11150 Janitor \$ 7.23

11121 Housekeeping Aide I

11122 Housekeeping Aide II \$ 7.26 \$ 7.89 11210 Laborer, Grounds Maintenance 11240 Maid or Houseman \$ 6.39 11270 Pest Controller \$ 10.79 11300 Refuse Collector \$ 7.23 11330 Tractor Operator \$ 9.33 11360 Window Cleaner \$ 7.89

HEALTH:

12020 Dental Assistant	\$ 9.73
12040 Emergency Medical Technician/	\$ 10.42
Paramedic Ambulance Driver	
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18

12224 Nursing Assistant IV \$ 11.77 12250 Pharmacy Technician \$ 10.84 12280 Phlebotomist \$ 8.69 12311 Registered Nurse I \$ 15.88 12312 Registered Nurse II \$ 17.80 12313 Registered Nurse II, \$ 19.65 Specialist

12314 Registered Nurse III

12315 Registered Nurse III, \$ 21.55

Anesthetist

12223 Nursing Assistant III

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 5 OF 13

2316 Registered Nurse IV \$ 25.83

SOLICITATION	DOCUMENT NO.	DOCUMENT TITLE
	FMHO98R0010	FACILITIES MGMT

INFORMATION AND ARTS:

3002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II .	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II ·	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96
13050 Library Technician	\$ 13 22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 6.01
15030 Counter Attendant	\$ 6.01
15040 Dry Cleaner	\$ 7.77
15070 Finisher, Flatwork, Machine	\$ 6.01
15090 Presser, Hand	\$ 6.01
15100 Presser, Machine, Dry Cleaning	\$ 6.01
15130 Presser, Machine, Shirts	\$ 6.01
15160 Presser, Machine, Wearing	\$ 6.01
Apparel, Laundry	
15190 Sewing Machine Operator	\$ 8.39
15220 Tailor	\$ 8.99
15250 Washer, Machine	\$ 6.60

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator	\$ 17.44
(Toolroom)	
19040 Tool and Die Maker	\$ 21.24

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System \$ 14.80

Operator

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 6 OF 13

21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01

SOLIC	ITATION	DOCUMENT NO. FMHQ98R0010	DOCUMENT TITLE FACILITIES MGMT
	21050 Order Filler		\$ 12.76
	21071 Forklift Operator		\$ 10.93
	21080 Production Line Wo	rker	\$ 11.25
	(Food Processing)		
	21100 Shipping/Receiving (Clerk	\$ 11.78
	21130 Shipping Packer		\$ 10.99
	21140 Store Worker I		\$ 8.61
	21150 Stock Clerk (Shelf S	Stocker;	\$ 10.50
	Store Worker II)		
	21210 Tools and Parts Atte	endant	\$ 12.73
	21400 Warehouse Specialis	t	\$ 11.25
MEC	HANICS AND MAINTENA	ANCE AND REPAIR:	
	23010 Aircraft Mechanic		\$ 18.39
	23040 Aircraft Mechanic H	elper	\$ 13.38
	23050 Aircraft Quality Con	-	\$ 19.37
	Inspector		
	23060 Aircraft Servicer		\$ 15.47
	23070 Aircraft Worker		\$ 16.45
	23100 Appliance Mechanic		\$ 17.44
	23120 Bicycle Repairer		\$ 14.43
	23125 Cable Splicer		\$ 18.39
	23130 Carpenter, Maintena	nce	\$ 17.44
	23140 Carpet Layer		\$ 16.85
	23160 Electrician, Maintena	ance	\$ 17.93
	23181 Electronics Technicis	an,	\$ 15.51
	Maintenance I		
	23182 Electronics Technicis	an,	\$ 19.80
	Maintenance II		
	23183 Electronics Technicis	an,	\$ 21.56
	Maintenance III		
	23260 Fabric Worker		\$ 15.23
	23290 Fire Alarm System M	Mechanic	\$ 18.39
	23310 Fire Extinguisher Re	pair	\$14.43
	23340 Fuel Distribution Sys	•	\$ 18.39
	Mechanic		
	23370 General Maintenance	e Worker	\$ 15.90

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 7 OF 13

23400 Heating, Refrigeration and Air	\$ 18.39
Conditioning Mechanic	4.10.00
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39
23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Plymbar, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44
23820 Pneudraulic Systems Mechanic	\$ 18.39 \$ 18.39
23850 Rigger 23870 Scale Mechanic	\$ 16.39 \$ 16.45
	\$ 18.39
23890 Sheet-metal Worker, Maintenance	\$ 16.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 19.37 \$ 18.39
23931 Telecommunications Mechanic II	\$ 18.39 \$ 19.37
23950 Telephone Lineman	\$ 19.37 \$ 18.39
23960 Welder, Combination,	\$ 18.39 \$ 18.39
Maintenance	\$ 10.57
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80
23700 Woodworker	ψ 14.00
PERSONAL NEEDS:	
24570 Child Care Attendant	\$ 8.69
4580 Child Care Center Clerk	10.54
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05
PLANT AND SYSTEM OPERATION:	
25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
20070 Suntolini y Eliginool	Ψ 10.57

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 8 OF 13

	* 10.0 0
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44
PROTECTIVE SERVICE:	
27004 Alarm Monitor	\$ 11.20
27004 Alaim Monitor 27006 Corrections Officer	\$ 11.20
27000 Corrections Officer 27010 Court Security Officer	\$ 14.30 \$ 15.76
27040 Detention Officer	\$ 15.76 \$ 15.76
27040 Detention Officer 27070 Firefighter	\$ 13.76 \$ 14.65
27101 Guard I	\$ 8.50
27101 Guard I 27102 Guard II	\$ 11.20
27102 Guard II 27130 Police Officer	\$ 11.20 \$ 17.54
2/130 Police Officer	Ф 17. 3 4
STEVEDORING/LONGSHOREMEN SERVICE OCCUPA	ATIONS:
28010 Blocker and Bracer	\$ 13.83
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 13.00
28050 Stevedore II	\$ 14.66
	, , , , , ,
TECHNICAL:	
29010 Air Traffic Control 2/	\$ 23.19
Specialist, Center	
29011 Air Traffic Control 2/	\$ 15.99
Specialist, Station	
29012 Air Traffic Control 2/	\$ 17.61
Specialist, Terminal	
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training	\$ 17.93
Specialist/ Instructor	
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75
29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
6	,

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 9 OF 13

29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor	\$ 23.32
(Pilot)	
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 18.40
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29491 Unexploded Ordnance	\$ 14.74
Technician 1	
29492 Unexploded Ordnance	\$ 17.83
Technician II	
29493 Unexploded Ordnance	\$ 21.37
Technician III -	
29494 Unexploded Safety Escort	\$ 14.74
29495 Unexploded Sweep Personnel	\$ 14.74
29620 Weather Observer, Senior 3/	\$ 17.02
29621 Weather Observer, Combined 3/	\$ 14.62
Upper Air and Surface Programs	
29622 Weather Observer, Upper Air 3/	\$ 14.62

TRANSPORTATION/MOBILE EQUIPMENT OPERATION:

31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93

MISCELLANEOUS:

99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6 51

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 10 OF13

	FMHQ98R0010	FACILITIES MGMT
99041 Carnival Equ	ipment Operator	\$ 9.33
99042 Carnival Equi	-	\$ 10.06
99043 Carnival Wor	<u>-</u>	\$ 7.23
99050 Desk Clerk		\$ 9.45
99095 Embalmer		\$ 18.40
99300 Lifeguard		\$ 6.89
99310 Mortician		\$ 18.40
99350 Park Attenda	nt (Aide)	\$ 8.48
99400 Photofinishin	g Worker (Photo	\$ 7.58
Lab / Dark R	toom Technician)	
99500 Recreation Sp	pecialist	\$ 15.40
99510 Recycling Wo	orker	\$ 9.33
99610 Sales Clerk		\$ 6.75
99620 School Cross walk Attenda		\$ 7.23
99630 Sports Officia	<i>'</i>	\$ 6.75
99658 Survey Party		\$ 10.93
99659 Surveying Te		\$ 9.42
99660 Surveying Ai		\$ 6.16
99690 Swimming Po		\$ 11.47
99720 Vending Mac	=	\$ 9.33
99730 Vending Mac	hine Repairer	\$ 11.47
99740 Vending Mac	<u>*</u>	\$ 9.33
Helper	-	
-		

DOCUMENT NO.

DOCUMENT TITLE

SOLICITATION

** Fringe Benefits Required For All Occupational Included In This Wage Determination ** HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years. Length of service includes the whole span of continuous service with the **present** contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173) HOLIDAYS: Minimum of ten paid holidays per year: New Year~s Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 11 OF 13

- 2/ APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3/ APPLICABLE TO WEATHER OBSERVERS ONLY NIGHT PAY & SUNDAY PAY: If you work at night as a part of regular tour of duty, you will earn NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours- a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of-furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employee) for the actual coat of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the - actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, "Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 12 OF 13

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a prosed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

WAGE DETERMINATION NO.: 94-2103 (REV. 14) ISSUE DATE;07/01/97 PAGE 13 OF 13

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed

by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformance may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

1 of 4

REGISTER OF/WAGE DETERMINATION
U.S. DEPARTMENT OF LABOR
UNDER THE SERVICE CONTRACT ACTEMPLOYMENT STANDARDS
By direction of the Secretary of Labor
ADMINISTRATION WAGE AND HOUR
DIVISION WASHINGTON, D.C.

20210

Wage Determination No: 78-1183

William W. Gross Division of Revision No.: 23

Director Wage Determinations | Date of Last Revision: 09/04/1996

State(s): Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY, PRINCE GEORGE'S, ST MARY'S. VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, CULPEPER, FAIRFAX, FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN, PRINCE WILLIAM, RAPPAHANNOCK, STAFFORD.

OCCUPATION MINIMUM HOURLY WAGE

Employed on contracts for elevator maintenance services:

Elevator Mechanic	\$ 21.63
Elevator Mechanic Helper	\$ 15.14
Probationary Helper 7/	\$ 10.815

- 1/ HEALTH & WELFARE: For Elevator Mechanic \$3.845 per hour for all hours worked.
- 2/ VACATION: For Elevator Mechanic and Elevator Mechanic Helper: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.
- 3/ HOLIDAYS: A minimum of seven paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. To be eligible for paid holiday, an employee must have been employer's payroll within the calendar week previous to the week in which the holiday occurs. (A contractor may substitute for any of the named

^{**} Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

WAGE DETERMINATION NO.: 78-1183 (REV. 23) ISSUE DATE;09/04/96 PAGE 2OF 4

holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

- 4/ PENSION: For Elevator Mechanic and Elevator Mechanic Helper, \$2.19 per hour for all hours worked.
- 5/ EDUCATIONAL FUND: For Elevator Mechanic and Elevator Mechanic Helper, \$.085 per hour for all hours worked.
- 6/ Omitted.
- 7/ A newly hired employee may be classified as a probationary helper if, over an aggregate period of not more than 9 months, he/she has not more than 6 months experience in the industry. A month shall be deemed worked when the probationary employee has completed 100 hours in the month.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "was and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

WAGE DETERMINATION NO.: 78-1183 (REV. 23) ISSUE DATE;09/04/96 PAGE 3 OF 4

** NOTES APPLYING TO THIS WAGE DETERMINATION **

NOTE: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be

paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor-identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FOE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency~s recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards

DOCUMENT NO. FMHQ98R0010

DOCUMENT TITLE FACILITIES MGMT

SOLICITATION

Administration U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR Part 4).

WAGE DETERMINATION NO.: 78-1183 (REV. 23) ISSUE DATE;09/04/96 PAGE 4OF 4

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformance may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION K—REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To	0
	Influence Certain Federal Transactions	01 Apr 91
52.222-21	Certification of Nonsegregated Facilities	01Apr84
52.223-6	Drug Free Workplace	01Jan97

.2 52.2-3-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)(

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, hout, for the purpose of restricting competition, any consultation, communication, agreement with any other offeror or competitor relating to -
 - (i) Those prices;
 - (ii) The intention to submit an offer;, or
 - (iii) The methods or factors used to calculate the prices offered.
 (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated
 - solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
 - (1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s)] in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-03 TAXPAYER IDENTIFICATION 01-MAR-94

....

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs © through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).
[] TIN:
[] TIN has been applied for
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have a office or place of business or a fiscal paying agent in the U.S.;
[] Offeror is an agency or instrumentality of a Federal, state, or local government;
[] Other. State basis
(d) Corporate Status.
[] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[] Other corporate entity;
[] Not a corporate entity;
[] Sole proprietorship
[] Partnership
[] Hospital or extended care facility described in 26 CFR 501©(3) that is exempt from taxation under 26 CFR 501(a).

·	non parent as defined in paragraph (a) of this clause
Name and TIN of common parent:	
Name	
rin	

K.4 52.204-05 WOMEN-OWNED BUSINESS 01-OCT-95

- (a) Representation. The offeror represents that it [] is, [] is not a women-owned business concern.
- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.204-6 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (DEC 1996)

- (a) Contractor Identification Number, as used in this provision, means Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation DUNS followed by the DUNS number which identifies the offerors name and address exactly as stated in the offer. (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.dbisna.com/dbis/customer/custlist.htm. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

K.6 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 01-MAR-96

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or and of its Principals—

- (A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default may terminate the contract resulting from this solicitation for default.

K.7 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS 01-JAN-97

(a)(1) The standard	industrial	classification	(SIC)	code fo	or this	acquisitio	n is
8744							

- (2) The small business size standard is _\$12.0 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern—

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 01-APR-84

- (a) [] It has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
 (b) [] It has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE 01-APR-84

The Offeror represents that (a) it----has developed and has on file,----has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ----has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-1CLEAN AIR AND WATER CERTIFICATION 01-APR-84

- (a) Any facility to be used in the performance of this proposed contract is ----- is not----- listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K11 CERTIFICATION 01-JAN-92

By signing below, the offero complete and current.	r certifies that these representations and certifications are accurate
SIGNATURE	DATE
	TYPED NAME
	TITLE
	ORGANIZATION
	ADDRESS
	ADDRESS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 CONTENT OF RESULTING CONTRACT. (1992) FM2105

Any contract awarded as a result of this solicitation will contain PART I - The Schedule, PART II - Contract Clauses, and PART III - List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections, indicated by [], will be filled in by the Contract Specialist at award.

L.2 TIME, DATE AND PLACE BIDS/PROPOSALS ARE DUE. (1992) FM2115

(a) Receipt of Bids/Proposals

Bids/Proposals must be received at:

Financial Management Service

401 14th Street, SW Room 456F

Washington, DC 20227

Attn: Betty A. Wallace or Anthony Rowell

by NO LATER THAN 3:00 P. M. local prevailing time on May 20, 1998

(CAUTION: See the bid/proposal submission instructions, including the provision describing treatment of Late Submissions, Modifications, and withdrawals of Bids/Proposals).

(b) Hand Delivered Package(s)

It may not be possible to deliver packages to Room 456F outside of the hours of 8:30 a.m. to 5:00 p.m. on workdays. Delivery to any other location, including the central delivery area, may result in the late receipt of the bid/proposal in Room 456F and is strongly discouraged. PLEASE NOTE: THE PARKING AT THE LIBERTY CENTER BUILDING IS EXTREMELY LIMITED.

- (c) Signed Originals
- (d) Bid/Proposal Submission by Other than U.S. Mail

Bidders/Offerors electing to submit bids/proposals by

means other than the U.S. Mail assume the full responsibility of insuring that bids/proposals are received the place and by the date and time specified above. Such bids/proposals must be closed and sealed as if for mailing.

(e) Labeling of Submission

Any submission shall be clearly labeled in the lower left corner of the package as to the solicitation number and the closing time and date. The offeror's return address shall be placed in the upper left

corner. The package shall be marked with the solicitation number and "BID/OFFER ENCLOSED - DO NOT OPEN". If multiple packages are submitted, they shall be marked as follows: 1 of X amount.

L.3 INQUIRIES

Any questions concerning this RFP shall be in writing and shall be emailed to the number shown on the page face of this document.

L.4 FALSE STATEMENTS IN OFFERS. (1992) FM2120

Proposals shall set forth full, accurate, and complete information as required by this solicitation including attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.5 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS. (1992) FM2125

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any service.

L.6 PREPROPOSAL CONFERENCE AND SITE VISIT IS PLANNED

(a) A preproposal conference and site visit will be held as indicated below:

TIME: 10:00 A. M. DATE: May 1, 1998

PLACE: Liberty Center Building, 401 - 14th St., S. W., Washington, DC 20227

- (b) Attendance is limited to two (2) people per organization.
- (c) Technical and contracting personnel will be available to discuss requirements and answer questions. In order to allow preparation of responses and to expedite discussion, you are requested to submit your questions via email to arrive at FMS no later than 4:00 P. M., April 24, 1998. Each question shall clearly specify the solicitation area to which it refers. When possible, questions shall be phrased to permit "YES" or "NO" responses. The cutoff date for all questions resulting from the RFP and Preproposal Conference is 1:00 P.M., May 6, 1998. Questions shall be submitted via email. We do not anticipate entertaining any questions after that timeframe.
- (d) Please note: Parking at the Liberty Center Building is extremely limited. Vendors are encouraged to use alternate forms of transportation for the site visit.

L.7 ALTERNATE PROPOSAL INFORMATION.

Alternate proposals are not solicited.

L.8 COMMITMENT OF GOVERNMENT TO AWARD A CONTRACT AND EXPENDITURE OF FUNDS. (1992) FM2160

This solicitation does not commit the Government to award a contract. The Government reserves the right to reject any or all proposals or to negotiate separately, with any source considered qualified. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

L.9 AMENDMENT OF THE SOLICITATION. (1992) FM2175

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an offeror shall be acknowledged in accordance with the FAR provision "Amendments to Solicitations". Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

L.10 FORMAT AND INSTRUCTIONS FOR PROPOSALS

The proposal submitted in response to this solicitation will be formatted as follows. Offerors shall furnish three original copies of Volume I, Standard Form of Contract, and an original and five copies of Volumes II, and III. A cover letter may accompany the Proposal to set forth any information that the offeror wishes to bring to the attention of the government.

L.10.1 Volume I - Standard Form of Contract

This volume of the proposal shall consist of Section A, and Sections C through K of the solicitation document (including any amendments as submitted to the offerors).

L.10.1.1 Section A - Cover Sheet

Blocks 13, 15, 16, and 18 of page 1 of Standard Form 33 will be completed by Offerors and Block 17 shall be signed to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

L.10.1.2 Section K

L.10.2 Volume II - Technical Proposal

Volume II, Technical Proposal, shall include the following components:

- o Table of Contents
- o List of Tables and Figures
- o Technical Summary
- o Technical Discussions
- o Technical Exceptions and Deviations

Volume II shall consist of 6 printed copies. It shall consist of a maximum of **30 printed pages**. Each technical proposal should be sufficiently complete and organized to insure that evaluations can be made on the basis of its content. It is important that the technical proposal address all of the items specified below. The Government will determine those proposals not conforming to the following format as unacceptable and they may be rejected from further consideration.

L.10.2.1 UNDERSTANDING THE REQUIREMENT

The offeror shall submit plans for the effective internal control of assigned work; estimating and scheduling of work, resources assignment; procurement systems, timeliness, quality and responsive execution of work. The offeror shall outline procedures for interaction with the COTR and for providing on going status reports. Plans shall be detailed enough to demonstrate an understanding of the magnitude of work.

L.10.2.1.1 PROPOSED WORK PLANS

The Contractor shall submit proposed work plans for each of the operations listed below. The plans shall address all performance requirements for daily, weekly, biweekly and other periodic work.

(1) Maintenance which includes:

Building systems operations

Elevator inspections, maintenance and repair

General Repairs

Boiler inspections, maintenance and repair

Preventative maintenance program

Service Calls

Water Treatment

Energy Management Service

Architectural/Structural & Substaining Maintenance

Reimbursable Work/Facility Alterations

- (2) Janitorial
- (3) Trash and Debris removal
- (4) Pest Control
- (5) Snow Removal

The plan for snow removal shall address the requirement on an as needed basis.

The plans shall also address supervision and inspection, proposed staffing and work schedules for each of the areas.

L.10.2.2 Quality Assurance Plan

The Contractor shall also propose methods and techniques for the detection and correction of any deficiencies, responding to service calls and procedures to handle tenant complaints.

L.10.2.3 Phase in Phase Out

The offeror shall delineate a phase-in and phase out plan which outlines the proposed transition plans at the beginning and end of the contract period of performance. This plan shall ensure the continuation and continuity of service without interruption

L.10.3 PAST PERFORMANCE

The offferor shall provide relevant corporate past performance in managing similar facilities of size, age and complexity for three locations, which shall include the following:

- (1) Name of client, point of contact and phone number
- (2) Type of facility and gross square footage
- (3) Estimated annual dollar value of contract
- (4) Type of services included in the contract
- (5) Date of contract award and term of contract

L.10.4 CORPORATE EXPERIENCE

The offeror shall detail relevant corporate experience in managing three similar facilities of size and complexity in the last five years. The offeror shall discuss how its experience in maintenance projects prepares it to undertake a contract of the scope envisioned in this solicitation.

The offeror shall provide information relative to the offeror's size, experience in the field, and resources available to enable it to fulfill the requirements. It shall include information about the organizational structure, history of the firms's activities contributing to the development of expertise and capabilities related to this requirement.

L.10.5 KEY PERSONNEL

The offeror shall submit resumes for Key Personnel shown in Section H.2, which outline qualification and reflect the education, knowledge and skills required to perform the work described in the Statement of Work. The following informationshall also be provided:

- (1) Relevant experience in performing maintenance on equipment and systems similar to those in the Liberty Center Building.
- (2) Experience in the management and operation of facilities of similar size, complexity and age.
- (3) Experience in management of maintenance programs and the supervision of maintenance personnel.

L.10.6 VOLUME III - PRICE PROPOSAL

The price proposal shall be accurate and complete and shall consist of the offeror's price to perform or supply the requirements outlined in the Statement of Work. The price proposal shall be submitted utilizing the pricing matrix located in Section B of the solicitation package.

OFFERORS ARE CAUTIONED THAT BID BONDS, LETTERS OF CREDIT, ETC., MAY TEND TO REVEAL PROPOSED PRICING AND THEREFORE, SHOULD NOT BE INCORPORATED IN THE COST PROPOSAL.

L.11 AWARD WITHOUT DISCUSSIONS (1996) FM2260

The Contracting Officer reserves the right to evaluate proposals and award a contract without discussions with offerors(except minor communications conducted for the purpose of minor clarifications). Therefore, each offer should contain the offeror's best terms from a cost or price and technical standpoint.

L.12 NOTICE OF LABOR PROVISIONS. (1992) FM2250

a. LISTING OF EMPLOYMENT OPENING

Offerors shall note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal - State employment service system where a contract award is for \$10,000 or more. (See clauses, "Affirmative action for Special Disabled and Vietnam Era Veterans and "Affirmative Action for Handicapped Workers" of the Contract Clauses).

b. INFORMATION FROM DEPARTMENT OF LABOR

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C. 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.13 RESPONSIBLE PROSPECTIVE CONTRACTORS. (1992) FM2255

- (a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 apply.
- (b) FMS may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.14 INFORMATION OF AWARD. (1992) FM2265

Written notice to unsuccessful offerors or bidders and contract award information will be promptly released.

L.15 DISPOSITION OF SOLICITATION DOCUMENTS. (1992) FM2270

Drawings, specifications and other documents supplied with the Solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.16 DISPOSITION OF PROPOSALS OR BIDS. (1992) FM2275

Proposals or bids will not be returned (except for timely withdrawals).

L.17 TYPE OF CONTRACT. (APR 1984) 52.216-1

The Government contemplates award of a Fixed Price Service contract resulting from this solicitation.

L.18 SERVICE OF PROTEST. (AUG 1996) 52.233-2

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sylvia Cunningham

Contracting Officer

Procurement Branch

Liberty Center Building

401 - 14th Street, S. W.

Washington, DC 20227

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.19 PERFORMANCE BOND REQUIREMENT

A Performance Bond is required within 15 calendar days after the bond forms are submitted for signature in an amount equal to 20 percent of the contract price for the initial 12 month period.

See Section I clause.

L.20 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988) 52.252-1

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE OCT 1997 ACQUISITION (ALTERNATE 1)

SECTION M—EVALUATION FACTORS FOR AWARD

M.1 EVALUATION GENERAL

The proposal will be evaluated in accordance with applicable acquisition policies and procedures. Evaluation will be performed to determine the offeror's responsibility, understanding of the work requirement, soundness of technical approach, potential for completing the work as specified in the RFP, and price and cost reasonableness.

M.2 EVALUATION AND AWARD - NEGOTIATED

(a) Award shall be made to that offeror whose proposal, conforming to this solicitation, is determined to be most advantageous to the Government, cost or price and other factors considered (best value). In determining which proposal offers the best value or advantage to the Government overall **technical merit** will be considered **more important than price or cost.**

Other factors include:

- (1) Other cost or price-related factors identified in solicitation.
- (2) The offeror's responsibility for award, as defined in FAR 9.104-1, including any special responsibility criteria identified in Section L of this solicitation.
- (3) The offeror's technical evaluation and score resulting from application of the evaluation factors.
- (b) The degree of importance of price or cost as an evaluation factor will increase with the degree of equality in the technical merits of the proposals. Between acceptable proposals with a significant difference in technical rating, a determination will be made as to whether the additional technical merit or benefits reflected by a higher priced proposal warrants payment of the additional price or cost.
- (c) The government may award a contract on the basis of-initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost or price and technical standpoint.

M.3 EVALUATION OF PROPOSALS

Evaluation of technical proposals will be based on the offerors response to the technical criteria. The Government will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government cost or price and technical factors listed below considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. The price proposal will not be point scored. Price will be evaluated for fairness, reasonableness and appropriateness.

Technical evaluation factors are listed in descending order of importance:

M.4 EVALUATION CRITERIA

Proposals will be evaluated as follows:

M.4.1 UNDERSTANDING THE REQUIREMENT (45 points)

The offeror shall submit detailed plans maintenance, custodial, trash and debris removal, pest control and snow removal, quality assurance and phase in phase out plans. Plans shall be detailed enough to demonstrate an understanding of the magnitude of work.

M.4.2 PAST PERFORMANCE (30 points)

The offferor shall describe in detail relevant corporate past performance in managing similar facilities of size, age and complexity for three locations, which shall include: (a) name of client, point of contact and phone number(b) type of facility and gross square footage(c) estimated annual dollar value of contract (d) type of services included in the contract (e) date of contract award and term of contract.

M.4.3 CORPORATE EXPERIENCE (15 points)

The offeror shall detail relevant corporate experience in managing three similar facilities of size and complexity in the last five years. The offeror shall discuss how its experience in maintenance projects prepares it to undertake a contract of the scope envisioned in this solicitation.

The offeror shall provide information relative to the offeror's size, experience in the field, and resources available to enable it to fulfill the requirements. It shall include information about the organizational structure, history of the firms's activities contributing to the development of expertise and capabilities related to this requirement.

M.4.4 KEY PERSONNEL (10 points)

The offeror shall submit resumes for Key Personnel, which outline qualifications and reflect the education, knowledge and skills which shall include: (a) relevent experience in performing maintenance on equipment and systems similar to those in the Libety Center Building (b) experience in the management and operation of facilities of similar size, complexity and age © experience in management of maintenance programs and the supervision of maintenance personnel.

M.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988) 52.252-1

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.217-5 EVALUATION OF OPTIONS

JUL 1990